

***United States Court of Appeals
for the Second Circuit***



EXHIBITS

ORIGINAL

77-7089

IN THE
United States Court of Appeals
FOR THE SECOND CIRCUIT

THE CONTINENTAL INSURANCE COMPANY,
Plaintiff-Appellant,
against

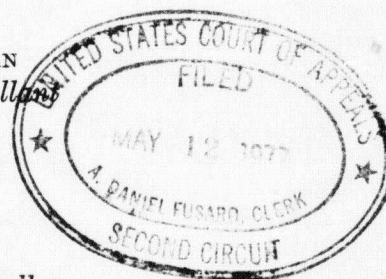
HERSENT OFFSHORE, INC.,
Defendant-Appellee.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

JOINT EXHIBIT VOLUME

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PLAINTIFF'S EXHIBIT NO. 1

R. M. Salvage Invoice dated
December 17, 1972

(Received in evidence Trial Transcript page 52)

R. M. SALVAGE

UNDERWATER CONTRACTOR

BOX 42

AQUEDOCQUE, L. I., N. Y.

December 17, 1972

Harsent Offshore, Inc.
500 Old Country Road
Garden City, New York 11350

Gentlemen:

To charge your account for underwater services performed:

Time started: 0800.

On December 17, 1972 Barge PKS 136 was anchored in Northville Mooring area. Due to weather conditions or reasons unknown barge was overturned. Most all equipment on deck was lost. Crane with 165 foot of boom was also torn loose from the barge. Dive was to determine cause or if possible reason for barge to overturn. All information was relayed to Mr. BOB Smith an Insurance Representative. Two divers were used for inspection of barge.
Above work ordered by Mr. R. Green.

1530 on December 17, 1972 dive was completed.

Minium charge:

per diver 4 1/2 hrs \$100.00

\$200.00

3 1/2 hrs standby

per diver \$12.00 hr 42.00

84.00

\$284.00

NYS tax

19.88

Total amount due:

\$303.88

Note:

In the past R&M Salvage has not charged any NYS sales tax. All work performed was classified as Capital Improvement. Attached to this bill is a form to be completed and forward with payment.

BEST COPY AVAILABLE

PLAINTIFF'S EXHIBIT NO. 2

Beaufort Wind Scale

(Received in evidence Trial Transcript page 150)

Table 1-1 The Beaufort Wind Scale, Speed Conversions and Descriptions

Beaufort Number	Knots	Miles Per Hour	Description	Effect at sea	Wind Symbols on Weather Maps
0	0-0.9	0-0.9	Calm	Sea like a mirror.	 Calm
1	1-3	1-3	Light air	Scale-like ripples form, but without foam crests.	 Almost Calm
2	4-6	4-7	Light breeze	Small wavelets, short but more pronounced. Crests have a glassy appearance and do not break.	 5 Knots
3	7-10	8-12	Gentle breeze	Large wavelets. Crests begin to break. Foam has glassy appearance. Perhaps scattered white horses.	 10 Knots
4	11-16	13-18	Moderate breeze	Small waves, becoming longer. Fairly frequent white horses.	 15 Knots
5	17-21	19-24	Fresh breeze	Moderate waves, taking a more pronounced long form. Many white horses are formed. Chance of some spray.	 20 Knots
6	22-27	25-31	Strong breeze	Large waves begin to form. White foam crests are more extensive everywhere. Some spray.	 25 Knots
7	28-33	32-38	Moderate gale	Sea heaps up and white foam from breaking waves begins to be blown in streaks along the direction of the wind. Spindrift begins.	 30 Knots
8	34-40	39-46	Fresh gale	Moderately high waves of greater length. Edges of crests break into spindrift. Foam is blown in well-marked streaks along the direction of the wind.	 35 Knots
9	41-47	47-54	Strong gale	High waves. Dense streaks of foam along the direction of the wind. Sea begins to roll. Spray may affect visibility.	 45 Knots
10	48-55	55-63	Whole gale and/or Storm	Very high waves with long overhanging crests. The resulting foam in great patches is blown in dense white streaks along the direction of the wind. On the whole, the surface of the sea takes a white appearance. The rolling of the sea becomes heavy and shocklike. Visibility is affected.	 50 Knots
11	56-63	64-73	Storm and/or Violent storm	Exceptionally high waves. Small- and medium-sized vessels might for a long time be lost to view behind the waves. The sea is completely covered with long white patches of foam lying along the direction of the wind. Everywhere, the edges of the wave crests are blown into froth. Visibility seriously affected.	 60 Knots
12	64 or higher	74 or higher	Hurricane & Typhoon	The air is filled with foam and spray. Sea is completely white with driving spray. Visibility is very seriously affected.	 75 Knots

Today, by international agreement, all wind reports are encoded and plotted on weather maps in knots. Frequent reference however is still made to the Beaufort Scale. The right-hand column of table 1-1 shows how wind reports are plotted on weather

maps to the nearest five knots. Each short barb represents a speed of five knots. Each long barb represents 10 knots, and each pennant represents 50 knots. All arrows "fly with the wind"; they point in the direction toward which the wind is blowing.

PLAINTIFF'S EXHIBIT NO. 6

Marine Weather Services Chart
Montauk Pt. to Manasquan, N.J.

(Received in evidence Trial Transcript page 203)

CONTINUOUS WEATHER BROADCASTS

City	Station	Frequency	Broadcast Times
New York, N.Y.	KWO 35	162.55 MHz	Continuously 24 hrs a day
New London, Conn.	KMB 47	162.40 MHz	Continuously 24 hrs a day

These VHF FM radio stations are managed by the National Weather Service. Broadcast tapes are up-dated every 3 to 6 hours and amended as required. The broadcast contents vary, but in general contain the following information:

1. Description of the weather patterns affecting the broadcast area including coastal waters.
2. Regional and state forecasts with outlook for the third day.
3. Marine forecasts and warnings for coastal waters.
4. Weather observations from selected National Weather Service and Coast Guard stations.
5. Radar summaries and reports.
6. Local weather observation and forecast.
7. Special bulletins and summaries concerning severe weather.
8. Notices to mariners of local interest.

* Prepared by National Weather Service Office, Hartford, Conn.

NEW YORK

Babylon	WBAB	1440	40°42'32"N 73°21'53"W
Babylon	WBAB-FM	102.3	—
Babylon	WGLI	11290	40°43'03"N 73°20'03"W
Bay Shore (Islip)	WLIX	540	40°45'04"N 73°12'52"W
Freeport	WGGB	1240	40°38'04"N 73°12'52"W
Hempstead	WHLI	11100	40°41'06"N 73°36'38"W
Huntington	WHLI FM	98.3	—
Mineola	WGSM	1740	40°51'04"N 73°26'16"W
	WTHL	1320	40°44'59"N 73°38'79"W
	WTHE-FM	92.7	—
New Rochelle	WVOX	1460	40°55'42"N 73°46'30"W
	WVOX-FM	93.5	—
New York	WABC	770	40°52'50"N 74°04'12"W
New York	WCBS	880	40°51'35"N 73°47'09"W
	WCBS-FM	101.1	—
New York	WHN	11050	40°48'25"N 74°04'11"W
New York	WINS	11010	40°48'16"N 74°06'25"W
New York	WMCA	1570	40°45'10"N 74°06'15"W
New York	WOR	1710	40°47'30"N 74°05'38"W
	WOR-FM	98.7	—
New York	WRFM-FM	105.1	—
Patchogue	WALK	1370	40°45'14"N 72°59'14"W
	WALK-FM	97.5	—
Patchogue	WPAC	1580	40°47'45"N 72°59'32"W
Riverhead	WHRF	11570	40°54'48"N 72°39'16"W
	WHRF-FM	103.9	—
White Plains	WFAS	1230	41°01'34"N 73°49'41"W

MARINE FORECASTS AND WARNINGS BROADCAST
DIRECT FROM NATIONAL WEATHER SERVICE OFFICES

Time	Station		AM Freq. (kHz)	FM Freq. (MHz)	AM Antenna Location	Remarks
6:15 am	WNBC	New York, N.Y.	660	97.1	40°51'35"N 73°47'09"W	Mon.-Fri.
7:00 am	WNYC	New York, N.Y.	1830	93.9	40°53'45"N 73°57'40"W	Daily
7:25 am	WFPG	Atlantic City, N.J.	1450	—	39°22'42"N 74°26'53"W	Mon.-Sat.
7:45 am	WFPG-FM	Atlantic City, N.J.	—	96.9	—	Mon.-Sat.
7:55 am	WTTM	Trenton, N.J.	1920	—	40°15'14"N 74°51'34"W	Mon.-Fri.
8:40 am	WEAN	Providence, R.I.	1790	—	41°50'03"N 71°21'56"W	Sun. only
12:10 pm	WEAN	Providence, R.I.	1790	—	41°50'03"N 71°21'56"W	Mon.-Sat.
12:10 pm	WPJB-FM	Providence, R.I.	—	105.1	—	Mon.-Sat.
1:45 pm	WNYC	New York, N.Y.	1830	93.9	40°43'45"N 73°57'40"W	Daily
4:20 pm	WTMR	Camden, N.J.	1800	—	39°54'33"N 75°06'00"W	Mon.-Fri.
6:20 pm	WEAN	Providence, R.I.	1790	—	41°50'03"N 71°21'56"W	Mon.-Sat.
6:20 pm	WPJB-FM	Providence, R.I.	—	105.1	—	Daily
6:45 pm	WNYC	New York, N.Y.	1830	93.9	40°43'45"N 73°57'40"W	Daily

NOTE: In addition to the direct broadcasts listed above, these AM and FM radio stations generally broadcast marine weather forecasts and warnings at other times, usually as part of news programs.

CONNECTICUT

Ansonia	WADS	1690	41°20'48"N 73°06'56"W
Bridgeport	WICC	1600	41°09'36"N 73°09'53"W
Bridgeport	WPSB-FM	99.9	—
Bridgeport	WNAB	1450	41°12'40"N 73°11'28"W
Greenwich	WGCH	1490	41°01'37"N 73°37'59"W
Groton	WSUB	980	41°23'05"N 72°04'13"W
Hartford	WTIC	1080	41°46'39"N 72°48'19"W
	WTIC-FM	96.5	—
Manchester	WINF	1230	41°46'34"N 72°33'27"W
Meriden	WMMW	1470	41°33'04"N 72°48'17"W
Middletown	WCNX	1150	41°33'26"N 72°37'13"W
Milford	WFIF	11500	41°11'33"N 73°06'05"W
New Haven	WAVZ	13300	41°17'16"N 72°56'48"W
New Haven	WELI	960	41°22'14"N 72°56'15"W
New Haven (Hamden)	WCDQ	11220	41°22'32"N 72°55'54"W
New Haven	WNHC	1340	41°17'32"N 72°57'12"W
New Haven	WKCI-FM	101.3	—
New London	WNLC	1510	41°22'38"N 72°10'02"W
Norwalk	WNLC	1350	41°06'50"N 73°26'05"W
Norwich	WICH	11310	41°33'10"N 72°04'34"W
Old Saybrook	WLIS	1420	41°18'50"N 72°21'48"W
Putnam	WINY	1350	41°54'10"N 71°53'43"W
Stanford	WSTC	1400	41°04'15"N 73°32'07"W
	WSTC-FM	96.7	—
Westport	WMMM	11260	41°07'40"N 73°23'16"W
	WMMM-FM	107.9	—

RHODE ISLAND

Newport	WADK	1540	41°30'13"N 71°18'43"W
Pawtucket	WXTR	1550	41°54'15"N 71°23'54"W
Providence	WLKW-FM	101.5	—
Providence	WHIM	1110	41°49'40"N 71°22'09"W
	WHIM-FM	94.1	—
Providence	WICE	11290	41°51'21"N 71°26'41"W
Providence	WJAR	920	41°46'53"N 71°19'55"W
Providence	WLKW	1990	41°57'18"N 71°35'39"W
Providence	WPRO	630	41°46'28"N 71°19'23"W
	WPRO-FM	92.3	—
Warwick	WARV	1590	41°40'28"N 71°26'31"W
East Greenwich			
Westerly	WERI	1230	41°21'57"N 71°50'11"W
West Warwick	WWRI	1450	41°41'38"N 71°31'26"W
Wickford	WKFD	1370	41°33'57"N 71°27'19"W
Woonsocket	WNRI	1380	41°00'59"N 71°29'31"W
Woonsocket	WWON	1240	41°59'32"N 71°30'40"W
	WWON-FM	106.3	—

OTHER AM AND FM RADIO STATIONS BROADCASTING
MARINE WEATHER FORECASTS AND WARNINGS

The following standard broadcast stations (AM and FM) broadcast marine weather forecasts as part of their news programs.

City	Station	Freq. AM/FM kHz/MHz	AM Antenna Location
NEW JERSEY			
Asbury Park	WJKL	11310	40°13'09"N 74°02'47"W
	WJLK-FM	94.3	—
Atlantic City	WLDB	1490	39°22'28"N 74°26'25"W
Atlantic City	WMID	1340	39°22'34"N 74°27'08"W
Camden	WCAM	1310	39°57'28"N 75°06'54"W
New Brunswick	WCTC	1450	40°29'32"N 74°25'11"W
	WCTC-FM	98.3	—
Ocean City	WSLT	11520	39°19'05"N 74°37'09"W
Somers Point			
Pleasantville	WOND	1400	39°23'38"N 74°30'34"W
Princeton	WHWH	11350	40°22'00"N 74°44'38"W
Trenton	WBUD	11260	40°15'58"N 74°45'46"W
Wildwood	WCMC	1230	39°00'09"N 74°48'46"W

BROADCASTS OF MARINE WEATHER FORECASTS AND WARNINGS BY MARINE RADIOTELEPHONE STATIONS

City	Station	Freq. kHz	Broadcast Times—E.S.T.*
Cape May, N.J.	NMK	2670	Daily 6 am & pm May 15—Oct. 15: 12:45 am 9:45 am 12:45 pm 3:45 pm 6:45 pm 9:45 pm
New York, N.Y.	NMY	2670	Daily 7:20 am & pm,
New York, N.Y.	WOX	2482	Daily 7:15 am,
		2522	12:15 pm 7:15 pm
Ocean Gate, N.J.	WAQ	2590	Daily 7:15 am & pm
		2558	
Ocean Gate, N.J.	WOO	4390.2 †	Daily 8:30 am & pm
		8757.6 †	
		13175.5 †	
		17321.5 †	
		22657 †	

SPECIAL BROADCASTS OF WARNING MESSAGES

Cape May, N.J.	NMK	2670 ‡	On receipt
New York, N.Y.	NMY	2670 ‡	On receipt
New York, N.Y.	WOX	Same frequencies as WOX above.	On receipt & 15 min. past each odd hour
Ocean Gate, N.J.	WAQ	2558	On receipt, & 15 min. past each odd hour

* One hour later during Eastern Daylight Saving Time.

† If a frequency is in use for correspondence, it will not be used for the weather broadcast.

‡ Preceded by announcement on 2182 kHz.

WEATHER BROADCASTS BY AIR NAVIGATION RADIO STATIONS

Airways and pilot weather reports, including aviation advices as issued, are transmitted by stations on schedules and frequencies as follows:

City	Station	Freq.	Antenna Location	Schedules
Newark, N.J.	EWR	379	40°40'53"N 74°11'30"W	Continuous broadcast

NOTES

1. Antenna locations for AM stations only are included in the tables for use by boatmen having boats equipped with radio direction-finding gear. Station frequency preceded by "‡" indicates directional antenna; frequency preceded by "+" indicates directional antenna only during night hours; frequency preceded by "†" indicates directional antenna only during daylight hours. All others are omnidirectional antennas. These locations are obtained from Federal Communications Commission and are correct as of December 1971.
2. Bearings of aircraft ranges and standard broadcast stations should be used with particular caution due to coastal refraction and lack of frequent calibration of their frequencies.

WEATHER RULES FOR SAFE BOATING

Before setting out:

1. Check local weather and sea conditions.
2. Obtain the latest weather forecast for your area from radio broadcasts.

When warnings are in effect, don't go out unless you are confident your boat can be navigated safely under forecast conditions of wind and sea. Be cautious when you see warning displays at U.S. Coast Guard stations, yacht clubs, marinas, and at other coastal points.

While afloat:

1. Keep a weather eye out for: the approach of dark, threatening clouds, which may foretell a squall or thunderstorm; any steady increase in wind or sea; any increase in wind velocity opposite in direction to a strong tidal current. A dangerous rip tide condition may form steep waves capable of broaching a boat.
2. Heavy static on your AM radio may be an indication of nearby thunderstorm activity.
3. Check radio weather broadcasts, for latest forecasts and warnings.

OTHER MARINE WEATHER SERVICES CHARTS AVAILABLE

Eastport, Me. to Montauk
Point, N.Y.
Montauk Point, N.Y. to
Manasquan, N.J.
Manasquan, N. J. to Cape
Hatteras, N. C.
Cape Hatteras, N. C. to
Savannah, Ga.
Savannah, Ga. to
Apalachicola, Fla.
Apalachicola, Fla. to Morgan
City, La.
Morgan City, La. to
Brownsville, Tex.

Point Conception, Calif. to
Mexican Border
Eureka, Calif. to Point
Conception, Calif.
Eureka, Calif. to Canadian
Border
Great Lakes: Michigan and
Superior
Great Lakes: Huron, Erie,
and Ontario
Hawaiian Waters
Puerto Rico and Virgin
Islands
Alaskan Waters

Copies of these charts are available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402, at 25 cents each.

DISCREPANCY REPORTS SOLICITED

Reports of discrepancies in this chart and any other comments are appreciated and will be used in preparing the next edition. Please mail to:

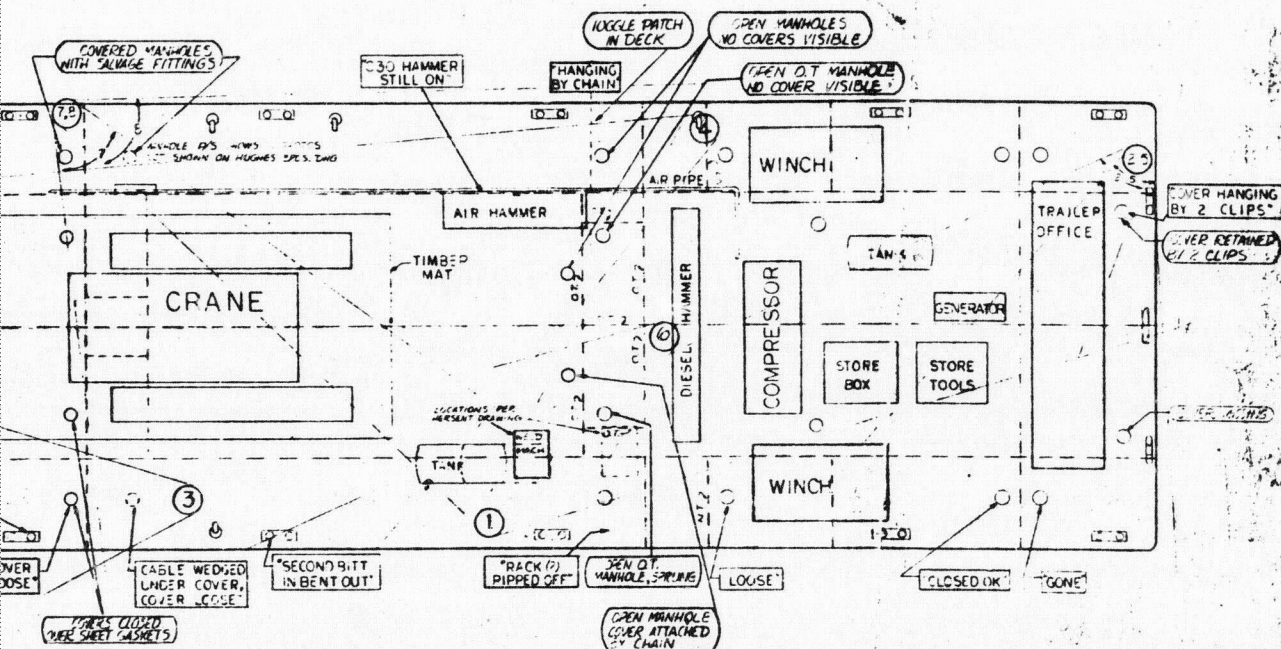
National Weather Service (W115x1)
8060 13th Street
Silver Spring, MD 20910

PLAINTIFF'S EXHIBIT NO. 7A

Survey Summary Sketch of
Deck Barge Hughes 136

(Received in evidence Trial Transcript page 464)

BIT SENT
OUTBOARD



- KEY:
1. DASHED RECTANGLES AND APPROXIMATE COVERAGE NUMBERS IN SEQUENCE FROM SURVEY POLICE FILED "PICTURES MADE THIS DAY AFTER THE BARGE ARRIVED"
 2. PIPPER REMAINS ON DECK OR BARGE AFTER BARGE AND WOULD BE PHOTO
 3. SHORE AS IS, EXCEPT ONLY FROM THE FOUNDATION IDENTIFIABLE
 4. EQUIPMENT ON DECK BEFORE CAPTURING FROM HULLMAN DECK NO FACT REMAINING OR IDENTIFIABLE AFTER CAPTURING
 5. NOTE TRANSFERRED FROM SKETCH WITH MULLER & 972 REPORT OF HULL AND CARGO SURVEYORS
 6. CONDITIONS OBSERVABLE IN PHOTOS

DECK BARGE HUGHES 136
SURVEY SUMMARY SKETCH

PREPARED BY
C.R. CUSHING & CO., INC. 4-76
FROM INFORMATION CONTAINED IN:
1. HUGHES BROTHERS
DRAWING 1501 AND 1502 DATED 8/66
2. HERBERT OFFSHORE, INC.
DRAWING 625-01-01 DATED 8/75
3. HULL AND CARGO SURVEYORS, INC.
REPORT HL 75022 OF 10/75

PLAINTIFF'S EXHIBIT NO. 16

Log of Tug Paumarok
(8-16-72 through 12-28-72)

(Received in evidence Trial Transcript page 252)

8-16-72

0800 START

CHECKED OUT Tug - WARMED UP
PLANT0930 LEFT PORT WASHINGTON BOYDCL
FOR MANORVILLE INCL. AT MATTITUCK L.I.

1530 ARR. ON JOB SITE

1645 TIED UP AT M.I.C. PIER

1715 SECURED

C. Hall
S. Dyott
J. Tiscornia

8. -72

0700 START

0725 LEFT DOCK RUN TO RIG
TEND JOB - RUN INTO MATTITUCK
RIVER FOR SUPPLIES - RETURN TO
JOB SITE RIG P.K.S. 136
RUN PERSONNEL

1705 RUN TO DOCK AT M.I.C.

1718 TIED UP

1730 SECURED

C. Hall
S. Dyott
J. Tiscornia
8-18-72

0700 START

RUN PERSONNEL AND SUPPLIES
TO RIG P.K.S. 136
TEND JOB1600 RUN TO MATTITUCK RIVER FOR WRECK
END.

1628 ARR.

1645 TIE UP

1718 SECURED

C. Hall
S. Dyott
J. Tiscornia

2

8-21-72

0700 START
 CHECK AND WARM UP PLANT
 0725 LEFT. MAT. INLET BEAND FOR JOB SITE
 0756 ARR. TEND-JOB - CHIP AND PRIME
 DECK'S AND HOUSE RUST SPOTS
 RUN PERSONNEL
 1650 RUN INTO H.I.C. DOCK TIE UP
 1725 SECURED

C. Hall
 G. Dyott
 J. Tiscornia

8-22-72

0700 START
 WARM UP MAIN ENG
 0720 RUN PERSONNEL TO RIG 136 TEND JOB
 MAKING REPAIRS AND PAINTING
 1650 TIE UP AT H.I.C. DOCK
 1730 SECURED

C. Hall
 G. Dyott
 J. Tiscornia

8-23-72

0700 START
 WARM UP MAIN ENG.
 0720 RUN TO RIG 136 - TEND JOB - RUN
 PERSONNEL AND SUPPLIES
 1650 TIE UP AT H.I.C. DOCK
 1718 SECURED

C. Hall
 G. Dyott
 J. Tiscornia

8-24-72

0700 START
 WARM up MAIN ENGINE
 0735 RUN TO RIG 136
 0855 TOOK RIG 136 OFF ANCHOR'S
 1044 LEFT JOB SITE WITH RIG IN TOW BOUND
 FOR MAT. INLET
 1129 ARR. MAT. INLET
 1139 AT DOCK MAT. RIVER
 1200 SECURED RIG 136 AT DOCK
 SHIFTING SUPPLIES TO RIG
 1750 SECURED

C. Hall
 G. D. Lyott
 J. Tiscornia

8-25-72

0700 START
 WARM up MAIN ENGINE
 TAKING ON WATER
 SHIFTING SCOW'S AT DOCK
 TEND RIG 136
 1730 SECURED

C. Hall
 G. D. Lyott
 J. Tiscornia

8-28-72

0700 START
 WARM up MAIN ENG
 0930 LEFT MAT. DOCK BOUND FOR N.I.C. DOCK
 0955 A.R. FUELED UP
 1235 LEFT N.I.C. DOCK BOUND TO MAT DOCK
 1310 ARR.
 STAND-BY RIG 136
 1730 SECURED

C. Hall
 G. D. Lyott
 J. Tiscornia

4

8-29-72

0800 START
 WARM UP ENGINE
 SHIFTING SCOW'S AT MAT. clock
 1220 LEFT MAT. clock WITH RIG 136 IN TOW bound
 FOR job SITE
 1340 ARR - SET RIG OUT ON ANCHOR'S
 1540 RIG SECURED ON ANCHOR'S
 TEND job
 1640 LEFT job bound TO CARTERET N.J.
 1840 OFF OLD FIELD PT.
 1958 " EATON'S NECK
 2005 " MATINICK PT.
 2150 PASSED UNDER HELL GATE BRIDGE
 2258 OFF BATTERY
 2400 UNDER WAY OFF BAYWAY

C. Hall
 S. L. Grott
 J. Tiscornia

~~0001 UNDER WAY~~

8-30-72

0001 UNDER WAY TO CARTERET N.J.
 0104 ARR MOCK STEEL DOCK AT CARTERET
 0116 TIED UP SECURED ENG. STAND-BY
 FOR TOW - TOOK ON SUPPLIES FOR
 TUG AND INSTALLED NEW VHF RADIO
 2135 LEFT CARTERET WITH SCOW 258 IN TOW
 bound FOR NORTHVILLE job SITE
 2305 OFF BAYWAY
 2400 OFF BAYONE N.J.

C. Hall
 S. L. Grott
 J. Tiscornia

8-31-72

0001 UNDER WAY FOR MORTVILLE Job SITE
 0148 OFF BATTERY
 0236 PASSING THROUGH GATE
 0324 OFF EXECUTION ROCK'S
 0531 " EATONS NECK
 0715 " OLD FIELD PT.
 0942 ARR. Job SITE
 1003 SECURED SCOW 258 AT RIG 136
 TEND job - RUN PERSONNEL
 1640 RUN INTO M.I.C. dock TIE UP
 1719 SECURED

C. Hall
 S. Lyall
 J. Tiscornia

9-1-72

0700 START

WARM UP ENGINE

High winds
 SEA RUNNING
 1'2'

0735 RUN PERSONNEL TO RIG 136
 TENDING job

1354 SHIFT SECURED TO MOORING & SECURED WITH HEAVY CABLES

1640 TAKING RIG 136 OFF ANCHORS

1735 TOWING RIG 136 TO MAT. dock

1848 ARR MAT. dock

1920 SECURED RIG 136 AT dock

2040 SECURED Tug.

C. Hall
 S. Lyall
 J. Tiscornia

9-4-72

HOLIDAY 8 HRS.

C. Hall
 S. Lyall
 J. Tiscornia

9-5-72

0700 START
 WARM up ENGINES
 0957 MADE up TO RIG 136
 0956 TOLD TO STAND-BY (DITCH DANTES)
 1105 LEFT MATTITUCK DOCKT bound FOR
 job SITE -
 1220 ARR job SITE
 1438 SETTING RIG 136 ON ANCHOR'S
 TEND job
 1700 RUN TO M.I.C. dockT TIE up
 1730 SECURED

Off Hall
 G. Dyott
 J. Tiscornia

9-6-72

0600 START
 WARM up ENGINES
 0620 LET GO MADE up TO SCOW 258
 0835 TOWING SCOW TO RIG 136
 0710 SECURED SCOW TO RIG 136
 TEND job RUN PERSONNEL AND
 SUPPLIES
 1304 LEFT RIG bound FOR MATT. dockT - PICK
 up SUPPLIES -
 1632 ARR. BACK AT RIG 136 ~~DIS~~ DISCHARGE SUPPLIES
 1705 RUN TO dockT M.I.C. TIE up
 1730 SECURED

Off Hall
 G. Dyott
 J. Tiscornia

9-7-72

0700 START
 WARM up ENGINES
 0722 RUN TO RIG 136
 TEND job - RUN PERSONNEL
 1700 RUN TO M.I.C. dockT TIE up
 1720 SECURED

Off Hall
 G. Dyott J. Tiscornia

9-8-72-

0700 START

WARM UP ENGINES

0734 RUN TO RIG 136

TEND JOB - RUN PERSONNEL AND
SUPPLIES1900 LEFT JOB WITH SCOW 258 IN TOW
BOUND TO PORT JEFFERSON

2235 ARR. P.J. INLET

2308 TIED UP SCOW AND TUG AT CONSOLADATE IND.

2400 SECURED

C. Hall
G. Lyott
J. Ticeburn

9-11-72

0700 START

WARM UP ENGINES

0730 LEFT DOCK WITH ~~SCOW 258 IN TOW~~ ^{BOUND FOR N.I. JOB SITE}

0755 CLEARED BREAK WATER

1050 ARR AT JOB SITE OFF MORTHOILLE IND.

1055 CALL FROM BOAT TRACY MILLER TO PICK
UP RIG 136 AT MAT TITUCK DOCK.1120 LEFT MAT DOCK WITH RIG 136 IN TOW BOUND
FOR JOB SITE

1240 ARR. SETTING ANCHOR'S

1448 FINISHED SETTING ANCHOR'S ON RIG 136

TEND JOB

1700 RUN TO N.I.C. DOCK TIE UP

1830 SECURED

C. Hall
G. Lyott
J. Ticeburn

9-12-72

0001 START
 WARM up ENGINES
 0025 LEFT dock RUNNING LIGHT bound FOR
 CARTERET N.J.
 0215 OFF OLD FIELD PT.
 0420 " EATON'S NECK
 0443 " LLOYD PT.
 0630 " STEPPING STONE LIGHT
 0950 ARR. CARTERET
 1035 LEFT CARTERET with SCOW 1401 in Tow
 bound FOR H.T.C. job SITE
 1435 OFF STEPPING STONE LIGHT
 1645 " LLOYD PT.
 1722 " EATON'S NECK
 1730 RECEIVED CHANGE OF ORDER'S PICK up SCOW
 258 AT PORT JEF. AND BRING ALONG TO H.T. job SITE
 1848 OFF OLD FIELD PT.
 1930 OFF PORT JEF. BREAK WATER
 2015 ARR AT Consolidated dock
 MAKING up Tow SCOW 258 + 1401
 2200 STAND-BY TILL TIDE CHANGE
 2400 STAND-BY

C. Hall
 G. Lytle
 J. Tiscornia

9-13-72

0400 LEFT PORT JEF. bound FOR job SITE AT 16
 H.T.C. with SCOW'S 258 + 1401
 0832 ARR.
 SECURED SCOW 1401 AT Rig 136
 TOWED SCOW 258 TO H.T. dock AND
 SECURED
 TEND job
 1730 SECURED AT H.T. dock

C. Hall
 G. Lytle
 J. Tiscornia

9-14-72

Fog

14

0600 START
 WARM up ENGINES
 0620 MADE up Tow SCOW 258
 0635 LEFT H.T. dock with 258 in Tow bound
 For NEW LONDON CONN. (Foggy)
 0820 OFF HORTON PT.
 0900 " Rocky PT.
 0930 " Mulford PT.
 1016 " Bouy "PI" Gull Is.
 1115 ARR NEW LONDON HARBOR
 1245 ARR. THAMES Ship YARD TURNED 258 OVER YARD'S HAND
 1320 LEFT THAMES S.Y. bound FOR H.T. dock
 1524 OFF Bouy "PI" Gull Is. "Fog" STEM TIDE
 1600 " Mulford PT.
 1614 " Rocky PT.
 1654 " HORTON PT. "High winds 30-35 N.W.")
 1735 ARR. job SITE H.T.
 TEND job
 1911 RUN TO MAT dock Tie up
 2000 SECURED

C. Hall
 G. Dyett
 J. Tiscornia

9-15-72

12

0700 START
 WARMED up ENGINES TAKING ON WATER
 0915 LEFT MAT. dock bound FOR H.T. job SITE
 1003 ARR.
 TEND job - RUN PERSONNEL AND
 SUPPLIES
 1644 MADE up To 1401 - Towed To MAT. dock
 1818 ARR. SECURE SCOW 1400 Tie up Tug
 1900 SECURED

C. Hall
 G. Dyett
 J. Tiscornia

9-18-72-

(HEAVY FOG)

17

0070 START
 WARM UP ENGINE
 MADE UP TO SCOW 1401
 0735 CLEAR CLOCK IN MOUNTAIN BOUND FOR
 CARTERET N.J.
 0748 CLEAR INLET
 1206 OFF OLD FIELD PT.
 1228 CUT SPEED TO ~~1000~~ 300 RPM FOG
 1405 FOG LIFT RUN AT 715 RPM
 1452 OFF EATONS PT.
 1525 " LLOYD PT.
 1632 " MATINICOCK PT.
 1715 " EXECUTION ROCKS
 1910 HELL GATE BRIDGE
 2018 OFF BATTERY
 2230 ARR CARTERET
 2250 TIED UP
 2400 STAND-BY FOR TOW

C. Hall
 J. J. Sytt
 J. Terzian

9-19-72

0001 STAND-BY AT HOCK STEEL CLOCK FOR 24
 TOW
 1025 SHIFTING SCOW AT HOCK CLOCK
 1140 STAND-BY FOR TOW
 1635 MADE UP TOW SCOW 1401
 1658 LEFT HOCK CLOCK BOUND FOR N.I. CLOCK
 1900 OFF NORTH END OF GOVERNOR'S IS.
 2014 UNDER HELL GATE BR.
 2140 " THROUGH HELL BR.
 2200 PUT TOW ON HAUZER (WIND 25-40 SEAS 2-3
 2353 OFF EXECUTION ROCK LIGHT
 2400 WIND & SEA INCREASING NO TOW - 3' TO 5'
 UNDER WAY WILL CHANGE COURSE AT
 BAY IS OFF LLOYD NECK FOR BRIDGE PORT

C. Hall
 J. J. Sytt
 J. Terzian

9-20-72

0001 UNDER TOW WITH SCOW 1401 24
 0246 OFF BOUY 15 CHANGED COURSE
 FOR BRIDGEPORT
 0640 ENTERING BRIDGEPORT CHANNEL
 0750 ARR. SHORTEN HAUSER
 0835 TIE SCOW 1400 AT CITY CLOCK
 0850 SECURED Tug. STAND-BY FOR WEATHER
 AND SEA TO LET DOWN
 2400 STANDBY

Off Hall
 S. Dwyatt
 J. Tiscornia

9-21-72

16

0200 START up
 0215 LEFT CLOCK TO CHECK SEA CONDITION
 0248 RETURNED TO CLOCK
 0317 SECURED AT CITY CLOCK
 0600 LEFT BRIDGEPORT LIGHT LEFT SCOW AT CLOCK
 AS PER ORDER JOHN PIERRE
 0640 SEA'S STILL 3' TO 4' WIND 25 TO 30 RUNNING AT 600 17214
 0945 ARR. JOB SITE
 TEND JOB
 1245 RUN TO MATTHEW'S CLOCK
 1328 ARR Tied up
 1430 SECURED

Off Hall
 S. Dwyatt
 J. Tiscornia

9-22-72

14

0200 START
 0225 WARM up PLANT
 0225 LEFT CLOCK bound FOR BRIDGEPORT Fog
 0255 Aground OFF INLET
 0336 FREE AND BACK UNDER WAY
 0709 ARR. BRIDGEPORT
 0855 LEFT BRIDGEPORT SCOW 1401 TAKING WATER
 SHOW SPEED TO 400 RPM - 0940 NOW HAS 5 1/2' LIST.
 SCOW SEEMS TO BE HOLDING AT 5 1/2' TO 6'

12

9-22-72

1130 INCREASED speed to Full power
 1340 ARR. ON job site
 TEND RIG P.H.S. 136
 1640 RUN TO MAT. TACK clock
 1730 Tie up
 1800 SECURED

C. Hall
 J. R. Dyott
 J. P. Parnell

9-23-72

11

0800 START
 WARMED up MAIN PLANT
 0830 LEFT MAT. dock RUNNING FOR job site
 0908 ARR. - TEND job RUN PERSONNEL AND
 SUPPLIES
 1050 TENDING RIG 136
 1715 TOWED SCOW 1401 RIG 136 TO M.I. dock
 1819 SECURED SCOW 1401 - LEFT job site
 FOR MAT. dock
 1854 ARR & SECURED

C. Hall
 J. R. Dyott
 J. P. Parnell

9-24-72

16

0800 START
 WARMED PLANT
 0828 LEFT MAT. dock bound FOR CARETHERET M.D.
 1115 OFF Old Field PT.
 1425 " EXECUTION ROCK light
 1543 " HELL GATE BR.
 1740 ARR. MADE up Tow SCOW 82
 1915 LEFT.
 2225 HELL GATE BR.
 2400 UNDER WAY

C. Hall
 J. R. Dyott
 J. P. Parnell

9-25-72

0601 OFF Execution Light
 0735 " Old Field PT.
 0640 " Bay "5"
 0650 ARR AT RIG #136 SECURED SCOW #2
 TEND job
 1300 SHIFT SCOW #2 FROM RIG TO #5 MOORING
 AND SCOW #1401 N.1. DOCK TO RIG 136
 1408 STAND-BY
 1720 TOWED SCOW #2 MOORING TO MAT. DOCK
 1845 ARR. AND SECURED SCOW #2
 1900 SECURED

19

C. Hall
 G. D. Wyatt
 J. T. T. T.

9-26-72

10

0700 START
 CHECKED AND WARM UP PLANT.
 0728 LEFT DOCK bound FOR job site RIG 136
 0808 ARR. RUN PERSONNEL AND SUPPLIES
 TIED IN AT N.1. DOCK TAKING ON FUEL
 TOOK COMPUS TO EAST END MARINE FOR
 REPAIR
 1609 RUN TO MAT. DOCK
 1642 ARR
 1700 SECURED

C. Hall
 G. D. Wyatt
 J. T. T. T.

9-27-72

2.0

0400 START
 CHECK AND WARM UP PLANT
 0425 MADE UP TOW SCOW #82
 0435 LEFT MAT. DOCK bound FOR ALPEN PIPE
 English Hill
 0845 OFF Old Field PT.
 1030 " Lloyd PT.
 1155 " MATINICOCK PT.
 1350 UNDER HELL GATE BR.

OVER

14

9-27-72

1418 ENTERED NEW TOWN CREEK
 1505 ARR - STAND-BY FOR SCOW #2 TO
 BE LOADED
 2400 STANDING-BY

C. Hall
 J. Dyott
 J. Tiscornia

9-28-72

0001 STANDING-BY 24
 1200 DRAGGED SCOW #2 OFF THE BOTTOM MADE
 UP TOW
 1210 LEFT ALBERT PIPE BOUND FOR
 SPEARRING PRESTON-BURROWS MARINAS
 HARBOR S.I.
 1540 ARR.
 1615 TIED UP STANDING BY FOR SCOW #2
 TO BE LOADED OUT
 2400 STAND-BY

C. Hall
 J. Dyott
 J. Tiscornia

9-29-72

0001 STAND-BY FOR SCOW #2- 24
 1600 SCOW #2 LOADED OUT READY FOR TOW
 AT 1606
 1610 MADE UP TOW
 1630 LEFT SPEARRING-PRESTON-BURROWS YART
 BOUND FOR MATITUCK (FOG)
 1735 OFF COCKER'S IS.
 1945 HELL GATE BR.
 2130 OFF EXECUTION LIGHT
 2218 " MATINICOCK PT.
 2320 " LLOYDS PT
 2400 UNDERWAY

C. Hall
 J. Dyott
 J. Tiscornia

15

9-30-72

0001 UNDER WAY APP. KATON'S NECK
 0306 OFF OLD FIELD PT.
 0549 " MAT. INLET
 0608 TIE UP TO AT MAT. RIVER DOCK
 0639 SECURED

7

E. Hall
 G. Lytt
 J. Tiscornia

10-2-72

0710 START
 CHECK AND WARM UP PLANT
 0730 LEFT MAT. DOCK
 0809 ARR JOB SITE
 SHIFTING ON JOB
 TEND RIG 136
 0935 TIE UP AT N.T.D.
 2000 SECURED

13

E. Hall
 G. Lytt
 J. Tiscornia

10-3-72

0700 START
 CHECK AND WARMED UP PLANT
 RUN PERSONNEL AND SUPPLIES
 TO RIG 136
 SHIFTING ON JOB
 TIE UP AT N.T. DOCK
 SECURED

11

E. Hall
 G. Lytt
 J. Tiscornia

10-11-72.

0700 START

CHECK AND WARM UP MAIN PLANT

0735 SHIFT SCOW 1401 N.I. DOCK TO RIG 136

TEND - JOB - RUN PERSONNEL AND SUPPLIES

1730 LEFT RIG RUN TO N.I. DOCK TIE UP

1745 SECURED

C. Hall
 G. Dyott
 J. Tiscornia

10-5-72

0700 START

CHECK AND WARM UP MAIN PLANT

SHIFTING ON JOB

RUN PERSONNEL AND SUPPLIES

TEND JOB

1730 LEFT RIG WITH SCOW 1401 IN TOW

BOUND FOR CARTERET

2015 OFF OLD FIELD PT.

2214 " EATONS NECK

2244 " LLOYD PT.

2400 UNDERWAY

C. Hall
 G. Dyott
 J. Tiscornia

0001

10-6-72

UNDERWAY SCOW 1401 IN TOW BOUND FOR CARTERET

0025 OFF EXECUTION ROCK

0345 UNDER HELL GATE BR.

0418 OFF GOVERNOR'S IS.

0715 ARR. CARTERET

0740 TIED UP TOW

0800 SECURED

C. Hall
 G. Dyott
 J. Tiscornia

10-9-72

0500 START

D.T. 17

CHECK AND WARM UP MAIN PLANT

0525 MADE UP TO SCOW 1401

0555 LEFT CARTERET WITH SCOW 1401 BOUND
FOR PIER 1 BROOKLYN ARMY TERMINAL

0745 ARR.

0815 TIED UP - STANDING BY FOR SCOW TO BE
LOADED0935 SHIFT SCOW 1401 DOCK TO SHIP SIDE
EASTON TALK1809 LEFT PIER 1 WITH SCOW 1401 BOUND
FOR CARTERET

2030 ARR. SECURED SCOW

2130 SECURED TUG AT DOCK

2400 STANDING - BY FOR ORDER'S

C. Hall
 E. Dwyer
 J. Tiscornia

10-10-72

0001 STANDING BY

18

0615 CHECKED SCOW 1401 TAKING WATER IN
TWO COMPARTMENTS0945 CHECKED SCOW 1401 MADE 2" IN BOTH COMPART-
MENTS - CALLED HUGHES BROS. SENDING PUMP
(TOM KENNEDY)WORKING WITH HUGHES MAN PUMPING
SCOW HUGHES 1401

1700 SECURED

1800 HUGHES MAN RUNNING TO L.I.R.R. TOPICK
UP CAR'S

C. Hall
 E. Dwyer
 J. Tiscornia

10-11-72

0700 START

SHIFTING SCOW'S AT MOCH YARD,
MADE REPAIRS ON CLUTCH AND
GENERAL MAINTANCE.

1500 SECURED

C. Hall
G. D. Gatt
J. Tiscornia

5

10-12-72

0700 START

STANDING-BY AT MOCH YARD-
FOR A SCOW, TO LOAD OUT PIPEPILES

1500 AND FRAME

C. Hall
G. D. Gatt
J. Tiscornia

9

0700

10-13-72

START

STANDING-BY

1500 MADE REPAIRS TO ART LIGHT

C. Hall
G. D. Gatt
J. Tiscornia

5

10-16-72

0070 START

CHECK WATER IN SCOW 1401 O.H.

1500 STAND-BY

C. Hall
G. D. Gatt
J. Tiscornia

8

10-17-72

0070 START

0725 SCOW #8 HUGHES DELIVERED - MOCH STEEL LOADING
PIPE PILES & FRAME

1500 SECURED

C. Hall
G. D. Gatt

8

10-18-72

0600 START

WARM up PLANT - GASKET BLOWN ON
AIR SELECT ON CLUTCH

0815 MADE up TOW

0830 LEFT CARETERET WITH SCOW #8 IN TOW
BOUND FOR M.I. DOCK

0940 UNDER BAYONE BR.

1037 OFF GOVERNORS IS.

1145 UNDER HELL GATE BR.

1405 OFF EXECUTION LIGHT

1447 " MATINICOOK PT.

1547 " LLOYD'S PT.

1630 " EATONS NECK

1820 " OLD FIELD PT.

2210 " JOB SITE

(CSNOW)

2235 ARR. AT M.I. DOCK

2305 SECURED SCOW #8 AT DOCK

2315 LEFT DOCK BOUND FOR MATTITUCK DOCK

2350 ARR.

2400 SECURED

C. Hall
G. Lytle
J. Piccinini

10-19-72

0001 STAND-BY FOR ORDER'S REGARDING SCOW
#82 WEATHER OR NOT TO TOW OUT TO JOB
SITE BAD WEATHER FOR CAST

0655 HEARD FROM JOHN PIERE - STANDING-BY

1115 LEFT MAT. DOCK BOUND FOR M.I. DOCK

1209 ARR. SEA'S RUNNING 4 TO 5'

1225 LEFT M.I. DOCK WITH SCOW #8
IN TOW (WIND GUSTING TO 30 KNOTS.)

1348 SHORTEN HAUSER TO ENTER LIGHT.

1435 SECURED #8 SCOW GOVERNOR'S DOCK, MAT.

1451 TIED UP AT MAT. DOCK

1600 SECURED

C. Hall
G. Lytle
J. Piccinini

10-20-72

13

0700 START
 CHECK AND WARM UP PLANT
 SHIFTING SCOW'S #82 & 8 IN
 MATITUCK RIVER (8 undred) 200
 0400 Tied up STANDING FOR WEATHER
 1600 SECURED

C. Hall
 S. Dyett
 J. Tricorne

10-21-72

12 DE

0700 START
 CHECK AND WARM UP PLANT
 FILLED UP WATER TANK
 0915 MADE UP TO SCOW #82
 0930 LEFT MAT. DOCK WITH 82 IN TOW BOUND
 FOR JOB SITE
 1030 ARR. SHIFT SCOW #8 AWAY FROM RIG
 136 - TIED SCOW #82 AT 136
 AND SECURED #8 AT MOORING
 TENDING JOB
 1725 LEFT RIG 136 WITH SCOW #82 IN TOW
 BOUND FOR MAT. DOCK
 1840 ARR. SECURED SCOW AND TUG AT DOCK
 1859 SECURED

C. Hall
 S. Dyett
 J. Tricorne

10-23-72

10 DE

0700 START
 CHECK AND WARM UP PLANT
 0815 LEFT MAT. DOCK WITH SCOW 82
 BOUND FOR JOB SITE
 0900 ARR. TIED UP TO MOORING
 0915 SHIFT SCOW 82 TO RIG 136
 TENDING RIG 136
 1605 LEFT RIG 136 WITH SCOW 82 BOUND FOR
 MAT. DOCK
 1645 ARR.
 1700 SECURED

C. Hall - S. Dyett - J. Tricorne

10-24-72

0700 ~~0640~~ START

10-

CHECK AND WARM MAIN ENGINE

TOOK ON 2601 GAL OF FUEL

0915 LEFT MAT. dock WITH #82 SCOW IN

TOW BOUND FOR JOB SITE

1005 ARR TIED UP AT RIG 136

TENDING JOB

1616 LEFT RIG 136 WITH SCOW 82 IN TOW

BOUND FOR MAT. dock

1658 ARR TIED SCOW AND TUG AT dock

1708 SECURED

Off Hall
 G. L. Lytt
 J. Tiscornia

10-25-72-

0700 START

14

CHECK AND WARM UP PLANT

0745 TAKING ON SUPPLIES

0835 LEFT MAT. dock bound FOR RIG 136

0910 ARR. OFF LOADED SUPPLIES

TEND JOB WITH PERSONNEL

1920 LEFT M.I. dock bound FOR MAT. dock

2003 ARR.

2011 SECURED

Off Hall
 G. L. Lytt
 J. Tiscornia

10-26-72

0700 START

15

CHECK AND WARM UP PLANT

STANDING-BY FOR ORDERS

1545 TOWED SCOW 82 MAT. dock TO RIG 136

1705 ARR.

1715 LEFT RIG 136 bound FOR MAT. dock

1750 ARR. TIED UP

1800 SECURED

Off Hall
 G. L. Lytt
 J. Tiscornia

10-27-72

0001 START

CHECK AND WARM PLANT

0024 LEFT MAT. dock FOR RIG 136

0110 ARR. MADE UP TOW SCOW'S #8 & 82

0130 LEFT JOB SITE WITH SCOW 8 & 82 IN
TOW BOUND FOR BUSHEY YARD BAYLN.

0450 OFF OLD FIELD LIGHT

0610 " EATON'S NECK

0710 " LLOYD'S PT.

0905 " MATINICOCK PT.

0949 " EXECUTION LIGHT

1215 " HELL GATE

1410 " GOVERNOR'S IS.

1440 ARR. BUSHEY YARD CLIPPED OFF
SCOW #8

1502 LEFT BUSHEY BOUND FOR CARTERET

1700 ARR. TIED UP SCOW 82 AT STOCK YARD

1705 LEFT CARTERET BOUND FOR MATITUCK

1830 OFF GOVERNOR'S IS.

1915 " HELL GATE

2020 " EXECUTION LIGHT

2050 " MATINICOCK PT.

2200 " LLOYD'S NECK

2230 " EATON'S NECK

2345 " OLD FIELD LIGHT

2400 UNDER WAY

C. Hall

S. Lytle

J. Tiscornia

10-28-72

0001 UNDER WAY FOR MATITUCK

0200 OFF JOB SITE NO LIGHTS ON ANY EQUIP.

0225 ENTERING INLET

0240 TIED UP AT MAT. dock

0245 SECURED

C. Hall

S. Lytle

J. Tiscornia

10-30-72

0700 START

11

CHECK AND WARM UP PLANT

0805 RUN TO RIG 136 - SHIFT RIG ON
ANCHOR'S - TEND JOB

1055 RUN CREW'S TO MAT. DOCK

1730 ARR.

1740 TIED UP

1800 SECURED

C. Hall
G. Dyth
J. Tiscornia

10-31-72

0700 START

14

CHECK AND WARM UP PLANT

STAND-BY FOR ORDERS

1315 LEFT MATTITUCK BOUND FOR CARTERET

1555 OFF OLD FIELD PT.

1714 " KATON'S NECK

1738 " LLOYD'S PT.

1827 " MATINICOCK PT.

1855 " EXECUTION LIGHT

2000 " HELL GATE

2035 " GOVERNOR'S IS.

2145 " CARTERET

2211 ARR. KOCK DOCK

SHIFT SCOW'S AND MADE UP TOW

2400 SCOW 1401

C. Hall
G. Dyth
J. Tiscornia

11-1-72

24

0001 MAKING UP TOW AND CHECK SCOW
1401 FOR WATER
0250 LEFT MOCK DOCK
0320 CLEARED WRECK OFF CARTERET
0540 OFF GOVERNOR'S IS.
0715 " HELL GATE
0905 " THROG'S NECK
0910 HAD CALL FROM BOB GREEN TO
TURN BACK TO HUNT'S PT.
1018 ARR HUNT'S PT.
1031 TIED UP
STANDING-BY FOR ORDERS
1125 UNDER WAY BOUND FOR PORT JEFFERSON
1237 OFF STEPPING STONE LIGHT
1310 " EXECUTION LIGHT
1405 " MATINICOCK PT.
1525 " LLOYD'S NECK
WIND STEADY AT 20 KNOTS GUSTING TO 40 KNOTS
1618 OFF EATON'S PT.
1845 " OLD FIELD LIGHT.
SHORTENED HAUSER SEAS 3' TO 4'
1918 ENTERING PORT JEFF. BREAK WATER
2035 TIED UP CONSOLIDATED DOCK
ORDER'S TO STAND-BY
2400

C. Hall
S. D. Pratt
J. T. Cornia

11-2-72

18

0001 STANDING BY FOR ORDER'S
1145 JOHN PIERRE CAME ABOARD - TOLD
ME TO CALL OFFICE AT 1400 & 1600
FOR ORDER'S - 1600 CALLED OFFICE
TOLD TO HAVE TUG AT JOB SITE
TOMORROW AT 0800 - CHECKED
WITH MR. JANDERMARK ON SHIPPING
AT CONSOLIDATED DOCK ALL RIGHT
TO SECURE

C. Hall - S. D. Pratt - J. T. Cornia

11-3-72

0500 START

13

CHECK AND WARM UP PLANT

0525 LEFT CONSOLIDATED RUNNING LIGHT TO
NORTHVILLE JOB SITE (FOG)

0811 ARR.

TEND RIG 136 - RUN HAUSER RIG
136 TO #1 MOORING BOUY1440 LEFT JOB SITE bound FOR CONSOLIDATED
dock PORT JEFFERSON

1714 ARR

1740 TIED UP

1800 SECURED

Off Hall
G. Lyett
J. Tiscornia
11-4-72

0500 START

11

0545 CHECK AND WARM UP PLANT

Towed scow 1401 CON. dock TO STABIE
BOAT-STAND-BY

1409 TIED UP

1600 SECURED

Off Hall
F. Griffiths
J. Tiscornia

11-6-72

0400 START

17

CHECK AND WARM UP PLANT

WIND EASTERLY AT 20 TO 22 M. STANDING BY

0825 LEFT P.V. WITH SCOW 1401 IN TOW
bound FOR M.I. dock

1225 ARR TIED UP SCOW AT M.I. dock

TENDING JOB - SHIFT SCOW 1401 TO
RIG 136 AND BACK TO dock

1930 RUN TO MAT. dock TIED UP

2100 SECURED

Off Hall
G. Lyett
J. Tiscornia

11-7-72

0600 START 21
 CHECK AND WARM UP PLANT
 0625 LEFT MAT. dock RUNNING LIGHT TO N.I. dock
 0708 ARR. MADE UP TOW SCOW 1401
 0721 LEFT N.I. dock TOWED SCOW TO RIG 136
 TENDING JOB - RUN PERSONNEL AND
 SUPPLIES
 2148 TOWED SCOW 1401 RIG 136 TO N.I. dock
 AND SECURED
 2220 LEFT JOB SITE RUN TO MAT. dock
 2250 ARR.
 2315 TIED UP
 2400 SECURED

C. Hall
 G. Dyott
 J. Tiscornia

11-8-72

0700 START 10
 CHECK AND WARM UP PLANT
 0735 RUN TO N.I. dock WIND 20 TO 30 INCREASING
 0845 TOWING SCOW 1401 AWAY FROM N.I. dock
 BOUND FOR MAT. dock.
 1219 ARR. AT MAT. dock SECURED SCOW AT
 SAND & GRAVEL YARD
 1400 TIED UP MAT. dock
 1415 SECURED

C. Hall
 G. Dyott
 J. Tiscornia

11-9-72

0700 START 9
 CHECK AND WARM PLANT
 STANDING WIND 40 TO 50 HIGHER GUSTS
 1600 SECURED

C. Hall
 G. Dyott
 J. Tiscornia

11-10-72

0700 START

WARM up PLANT STANDING by FOR ORCHERS

11-13-1972

0700

Crew aboard at Matineck Har.

Checkout Engines & warm up same

0730

Standing by

1200

1240

Get the job site

1300

Retrieve Anchor & Return to Mat Har Dock 1545

1630

Secure Day at Work Mat Har.

A. W. Holner
 G. Lyall
 J. Tuccorra

28

14/72

0700 Crew aboard at Mattituck Pier.
 Check out Engines & Warm up. Same 0800
 0800 Stand by at Mattituck Pier for Orders 1000
 1015 Shift Reg from Dock to Construction Site
 while Crossing Pier at Entrance Reg
 but Bottom Due to Heavy Sea Condition.
 & Rolling sea.

Engineer informed me that we were
 getting water in fuel tank so I headed
 back to Mattituck to check out this
 condition (and)

0800 Steering became erratic.
 Checked out all systems on Return
 to Dock.

Shewis will check on Rudder &
 Propeller condition tomorrow am.

1630 Same Reg for Day at Mattituck Pier

Crew

A. Walbroer

D. Dyott

J. Tacconini

11/15/72

0700 Crew aboard at Mattituck Pier Dock
 Check out Engines & Warm up Main Engine 0800
 0800 Stand by for Order - 1015 -
 Shift Reg to IUC during Surge to check
 1030 Hull & Propeller & Rudder on Reg
 1145 All parts inspected were okay.
 Stand by & Shift IUC Reg to
 1540 Dock
 1630 Same Reg at Mattituck Pier

A. Walbroer

D. Dyott

J. Tacconini

11/16/72

0720 Crew Aboard at Mattituck Harbor N.Y.
 0745 Warm up & Check out Engines
 Stand by for Arrival
 Deck Lead J. Tascovici. Cargo ...
 Sick. Potifair Ship Steward (C...)
 1510 Shift Hughes Pipe Barge from Dock to
 1630 Job Site
 1740 Shift R.M.S. Tug from Dock to Job Site
 2000 & Set up
 2100 Return to Mattituck Dock & Pinner Dock 2220
 2230 Underway from Mattituck Lt Tug ...
 for Cautlet N.Y.
 Passed Eden Bay at Hobe Ent 2300

11/17/72

Underway Lt Sound from Mattituck to
 Cautlet N.Y.

Passed

Middle Ground Light 0100

Cautlet Bay "B" 0300

Arrived at Cautlet Coal Dock 0800
 0830 Shifting Barge at Coal Dock 1100
 1105 Stand by for Steel Parts to be loaded on
 Barge #2 1730
 1500 Bad Weather Report for Southern Lt Sound
 Standing by for Weather to moderate

Waldner

Voyt

Tascovici off Sick

30

11/17/1972

- 1200 Standing by at Rock yard
 Contracting Barge 82 alongside waiting
 for moderating weather in southern SD
 Bound. 0215
 0220 Underway towing Barge # 82
 from Rock yard Contract N.J. Bound
 for Mattituck IL
 1340 Arrive at Mattituck & Load
 Barge to Pier Anchored at Job Site
 Standing by to take Barge 82
 into Mattituck Harbor. 2000
 Secure Pier at Mattituck Dock.

Wildner
 Wyatt
 MacCormi off sick

11/20/72 Mattituck Harb

- 0700 Crew Aboard & Warm up Engine
 Orders to get all equipment from
 Job site & bring into Mattituck Harb.
 0810 KM 136 In tow bound for
 Mattituck Harb. Arr at Dock 0955
 1030 Let tug to Job site & pick up Hughes Barge
 Underway from Job site Hughes Barge in tow
 Bound for Harbor at Mattituck
 1145 Arrived at Dock with Hughes Barge.
 Standing by Equipment Secured to Mattituck
 Dock
 1650 Secured Tug for W. at Dock.

Wildner Capt
 Wyatt Eng
 MacCormi Clerk

11/21/72 Mattituck Hbr. LD n Y.

0700 Crew aboard Warm up Engines +
Stand by for Orders
0 Weather no good all equipment still
1615 Secured to Mattituck Dock.
1630 Secure Rig for Day
Crew

A. Waldner Capt
B. Dyatt Eng
J. Pascoenia Deck

11/22 Mattituck Hbr LD n Y.

0700 Crew aboard warm up Engines
Stand by for tide to Rise
0845 Crew 12m S 136 from Mattituck Hbr
0955 to Job site Set up on Anchors
1000 Lt Rig to Mattituck Hbr
1040 Hughes Barge from Mattituck to Job site
1220 Alongside 12m S 136
1230 Standing by on Mike Barge
1525 Hughes Barge from Job site to Mattituck
1620 Secured to Mattituck Dock
1630 Secure Rig at Mattituck
Crew

A. Waldner Capt
B. Dyatt Eng
J. Pascoenia Deck

11/23 Thanksgiving Day
Crew off
A. Men!

32

11/24/72 Mattituck Harbor.

0600 Crew aboard at Mattituck Harbor
stand by for Tide Rise
to tow Hughes Barge to Job Site
Seas to Rough Sea. Stay
1630 Steamed at Mattituck.

11/25/72 Crew aboard at 0500 to get tug
ready to get underway from
Dock at Mattituck. Engineer informed
me that Fresh Water Pump Seal
leaking also main Engine Oil Cooling
water now getting discolored. Tried
to Remedy Problem. decided to run
Tug. (aw)

0630 Underway from Dock with Barge 82
0635 Arrive at Job Site
0740 Let Tug to Mattituck Harbor
0830 Tug Barge 401 In tow from Harbor
0840 to Job Site
1450 Hughes 82 Job Site to Mattituck
1550 Arr at Dock
1645 T & Eng to Job Site
1710 Hughes 1401 Job Site to Mattituck
1810 Arr at Mattituck & Sec in following

G. Waldner Capt
B. Dyett Eng
J. Lawrence Deck.

Matthuck Sub D 24
 11/27/72 Crew aboard at 0600 warm up
 Engines & Prepare tug to get underway
 0700 Standing by at Matthuck Hike.
 Weather SW 30 knots & Bitter Sharp Sea
 Running out in L. Sound.
 Hold up on Towing Barge 82 to 74
 Until Better Weather present
 1600 Secure Tug for Day at Dock Matthuck

Crew G. Wildner Capt
 J. Wyatt Eng
 J. Lacombe Wick

11/28/72 0720 - Crew aboard at Matthuck Hike Warm
 up Engines & Wait for Orders.

Standing at Matthuck until 1620

11/29 0600 Crew aboard at 0600 and Warm up
 Engines
 0640 Call from Tug Calco on Chin #3
 Layoff job site with Tug Barge
 with equipment to load.
 0800 Arrive Calco Land Barge at 14M 136
 1000 Stand by
 1030 Underway from job site 136 in to
 Round off Matthuck Low water
 at Oriskany to Hold Barge in
 Stream until Tide Rise
 1415 Land 136 at Matthuck Dock.
 Standing by
 1630 Secure Tug at Matthuck Dock

G. Wildner
 J. Wyatt
 J. Lacombe

11/3/12

Crew aboard at 0700 Warm up Engines
 Ready Tug to get underway.
 NE storm warnings for small
 craft. All equipment to stay
 secure at Dock for favorable
 weather

Secure Tug at 1630 at
 Mattituck Pier L. I. J.

J. Wilbur
 S. Dyott
 J. Tascione

Mattituck L.I. N.Y.
Tendering Rm S 136. at northville L.I. N.Y.
Perm. J

12/1/1972 Crew aboard at 0700 Crew aboard
No warm up Engines

Weather Reports still unfavorable
to move Equipment to job site.

Small Craft warnings posted for
N.W. wind & sea.

Stand by at Mike Dock Mattituck

12/2 Crew off

12/3 Crew off.

12/4/72 Crew aboard at Mattituck L.I. N.Y. 0700
Warm up Engines & Stand by.

1000 Tow Rm S 136 from Mattituck to job site

12 N off northville. Set up on anchor

1430 Stand by on Mike Dock.

Set Rig to Mattituck L.I.

1630 Secure Rig for Day

G. Wilkins Capt
B. Dyott Engr
J. Roscorno Deck.

12/5 Crew aboard at Mattituck 0700
Warm up Engines 0730

0730 Set Rig from Mattituck L.I. to job site
at northville. 0820.

Assist IUC Rig to Retrieve Anchors &
Sinker Buoys 0925.

0930 IUC Rig in Row Alongside Bound for
Mattituck Inlet. Arrive at Land & Gravel

1050 Dock with IUC Rig

Stand by with IUC Rig.

1630 Shift Rig to Mattituck Dock & Secure for Day

G. Wilkins Capt
B. Dyott Engr
J. Roscorno Deck

36.

Ma truck Long Island 777
 Rounding R.M.S. Rig 136 at
 Northville N.Y.

- 12/6 Crew Aboard at Mathtuck 0700 Warm
 up Engines & Stand by for Orders
 0850 "Endowing from Mathtuck Sub. Rigway
 140 R.M.S. Bound for job site off
 "Northville Area"
 0920 Breeze & Anchor 14C Rig at Area.
 1050 Shifting Anchor for R.M.S. 136 1140
 1145 Shifting 14C Rig to new location
 830' to 1000' South of Platform
 strong to Gale southerly winds 60°
 while these shifts were taking
 place.
 1420 Let tug from job site to Mathtuck
 1510 Sub
 1632 Secure Rig for Day at Mathtuck

G. Waldner Capt
 E. Nyatt Eng
 J. Cascoina Deck

- 12/7 0700 Crew aboard at Mathtuck warm (10)
 up Engines & wait for Orders
 Strong Breeze N.W. to N. Wind 30'
 Standing by for Mathtuck all Day
 Secure Rig at 1630 for Day.

Matituck L.S. N.Y.
 Long Point Reg.:

37

- 12/8 Crew aboard at 0700 & warmed up Engines (10)
 Standing by for orders
 Called by Tracy Miller at 1400 to move
 an Anchor for 1210 Reg.
 1415 L & T tug from Matituck to job site
 & shift anchors for 1400 & 1415
 1515 136
 Return L & T tug to Matituck &
 1630 Secure Reg for Day

Matituck L.S. N.Y.

(13)

- 12/09 Crew aboard at 0600 and warm
 up Engines.
 0700 Shift crew for RMS 136. Matituck
 0745 to job site
 0750 L & T tug job site to Matituck
 0830 Barge #82 Matituck to job site
 0930 Stand by
 1800 Barge #82 from alongside RMS 136
 1900 to Matituck Dock & Secure.

- 12/11/72 Crew aboard at 0600 & Warm up (11)
 Engines & Ready to get underway.
 0700 Barge #82 from Matituck Dock.
 While Enroute to job site slack
 Load on Barge began to shift due to
 Sea Condition. Towed Barge on
 Hawser to job site & stood by. Crew
 from RMS 136 Rescued slack cargo
 on #82.
 1500 Return #82 to Matituck Dock (Sea
 swell to big to land at 15 m/s Reg)
 Land #82 & Dock & Secure Reg
 1630 for Day

38.

"not sure did it"
 northville term dock job

12/12/72 Crew aboard at 0600 & Ready to go (13)
 to get underway
 0625 Underway from Nahr Towing
 Barge #82 Bound for job site
 0740 Arrive at job site with #82
 1515 Standing by
 1520 Barge #82 from 11m S 136 to Mattituck
 1630 Secure tug for day (an)

12/13/72 Crew Aboard at 0700 & Ready to go (10)
 get underway
 0720 Underway from Mattituck
 towing #82. Bound for job site
 W. Study Winds Increasing 15-25 Est.
 Arrive at job site & stand by on
 mooring with #82 W. Study winds
 0830 Gusting to 35 MPH
 1300 Called by Tracy Miller to shift
 1340 Anchor for 11m S 136
 Shifted Anchor & then Picked
 up Barge #82 & headed for
 Mattituck Heavy W. Study Sea -
 Falling across Entrance to
 Mattituck Inlet.
 1530 Arrive at Dock with 82 &
 1630 Secure to Dock (an)

12/14/72
 0700 Crew aboard at Mattituck & Ready
 Tug to get Underway
 0720 Underway from Mattituck Barge #2 in
 low Sound for job site
 0830 Arrive alongside Rm S 136 with #8'2
 standing by
 1115 Shifting IUC from job site to
 1230 Mattituck
 1400 Return to job site
 Shifting Anchors for Rm S 136
 1620 Shift Rig
 1630 Barge #2 from job site
 1740 Barge #2 to Mattituck
 1800 Secure Tug for Day

(12)
 worked
 thru
 lunch.

12/15/72 Crew aboard at Mattituck at 0700 Ready
 Tug to get Underway
 Standing by.
 pm Weather Forecast Gale warnings
 NW 30-40 & higher gusts
 Stand by for Orders from Mr. H. R.
 1430 Secure Tug for day at Mattituck

Orders to Stand by for Sat
 12/16/72
 Crew aboard at 0700 warming
 up tug & getting Ready to get
 Underway
 Winds blowing to 50 mph
 Estimated.
 Periodic check on Rig
 Anchored off Northville to Rough
 to Run Tug to Site Used
 Binoculars & checked up with
 1500 Rig riding good.
 no further orders for day
 Crew to Return Monday 0700

12/18/72 0700 Crew Aboard at Mattituck.
Tug heating system froze spend
most of day starting things
out to get heat back on
Boat temperature 15

Learned from crew of Rig that
it turned over on Sunday
morning 12/17/72 Return 0700
& 0900

1500 Standing by for Orabus
Crew knocked off to return
at 0800 tomorrow morning

12/19 Crew Aboard at Mattituck 0800
Ready Tug to get underway. Lt
Tug from Mattituck to Northwell job site
Stand by overboard Barge 136
1400 Return Lt Tug to Mattituck
at 1600 Secure Tug for Day.
A.W. Alder

12/20/72 Crew Aboard at 0800 at Mattituck
Ready Tug to get underway. Lt Tug
to Northwell job site & stand by overboard
Barge 136. 1440 Lt Tug to Mattituck
& Secure Tug at 1600
A.W. Alder

12/21 Crew Aboard at 0800 at Mattituck
Ready Tug to get underway 0845 M/C
Rig in tow from Mattituck Bound for
Northwell job site: M.E. Clark, Strong
& Gustaf. Had to put Barge on a
Hauler & hold in stream off job site
Slews W. anchor on M/C Rig operations
Return Rig to Sand & Gravel Dock
Mattituck 1340
1600 Secure Tug for Day.

DEFENDANT'S EXHIBIT A

Hull Policy HC 01 27 81

(Received in evidence Trial Transcript page 21)

Policy No. H **C** 01-27 81

Prior Policy No.

NEW

HULL POLICY

THE CONTINENTAL INSURANCE COMPANY

A Stock Company,
herein
called the CompanyAssured's
Name
and
Mailing
AddressDeLONG OF NEW YORK INC.
29 BROADWAY
NEW YORK, N.Y. 10006

Policy Period

7/24/72

12/24/72

Inception (Mo. Day Yr.)

Expiration (Mo. Day Yr.)

Producer's
Name
and
AddressARMITAGE & CO., INC.
230 PARK AVENUE
NEW YORK, N.Y. 10017

AMOUNT	RATE	PREMIUM
\$ Ac Per Form	-	\$ 11,990.00

Countersigned at NEW YORK, N.Y.

this 28th day of JULY 1972

Marine Office-Appleton & Company

Agent By *Stanley J. Rowalt*

MOHC 48 REV 1/71

12/11 Hughes 136 etc

Assured DELON OF NEW YORK INC.

Whose address is 29 BROADWAY, NEW YORK,
 Loss, if any, payable to ASSURED OR ORDER

Upon the AS PER SCHEDULE ATTACHED
 her hull, tackle, apparel, engines, boilers, machinery, appurt
 From the 24th day of JULY
 Until the 24th day of DECEMBER

MOAC

AMOUNT

**OCEAN MARINE POLICY**

THE COMPANY SPECIFIED HEREIN, A STOCK COMPANY IS A MEMBER OF

The Continental Insurance Companies

In consideration of the stipulations herein named and of the premium herein specified the Company does insure the Assured named above, hereinafter called the Assured, whose address is shown above, from the inception date shown above, at noon, to the expiration date shown above, at noon, Standard Time at place of issuance, unless sooner terminated as provided herein, for an amount not exceeding the amount(s) herein specified, on the property described in the attached rider(s).

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

In Witness Whereof, the Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of the Company at the agency hereinbefore mentioned.

Geoffrey Saver
 Secretary

H. E. Johnson
 Executive Vice President

TAYLOR
1953
(Rev. 70)

54

NEW

1 In consideration of the premium and the stipulations, terms and conditions hereinafter mentioned, this Company
2 does hereby insure:

3 Assured

DeLONG OF NEW YORK INC.

4

5

6 Whose address is 29 BROADWAY, NEW YORK, N.Y. 10006

7 Loss, if any, payable to ASSURED OR ORDER

8

9

10 Upon the AS PER SCHEDULE ATTACHED

called

11 Her hull, tackle, apparel, engines, boilers, machinery, appurtenances, equipment, stores, boats and furniture

12 From the 24th day of

JULY

19 72

Beginning and ending

13 Until the 24th day of

DECEMBER

19 72

at noon Standard Time
at place of issuance.

AMOUNT INSURED HEREUNDER	RATE	PREMIUM	AGREED VALUATION
14 \$AS PER SCHEDULE	AS PER SCHED. %	\$ 11,990.00	\$ AS PER SCHEDULE

15 Touching the adventures and perils which this Company is contented to bear and take upon itself, they are
16 of the waters named herein, fire, lightning, earthquake, assailing thieves, jettisons, barratry of the master and
17 mariners and all other like perils that shall come to the hurt, detriment or damage of the vessel named herein.

18 This insurance also covers loss of or damage to the vessel named herein caused by explosion on shipboard or
19 elsewhere.

20 This insurance also covers loss of or damage to the vessel named herein directly caused by:

21 Accidents in loading, discharging or handling cargo, or in bunkering;
22 Accidents in going on or off, or while on drydocks, graving docks, ways, marine railways, gridirons or
23 pontoons;

24 Breakdown of motor generators or other electrical machinery and electrical connections thereto, bursting
25 of boilers, breakage of shafts, or any latent defect in the machinery or hull, (excluding the cost and
26 expense of replacing or repairing the defective part);

27 Breakdown of or accidents to nuclear installations or reactors not on board the vessel named herein;

28 Contact with aircraft, rockets or similar missiles, or with any land conveyance;

29 Negligence of charterers and/or repairers, provided such charterers and/or repairers are not assured(s)
30 hereunder;

31 Negligence of master, mariners, engineers or pilots;

32 provided such loss or damage has not resulted from want of due diligence by the assured, the owners or managers
33 of the vessel, or any of them.

34 General average, salvage and special charges payable as provided in the contract of affreightment, or fail-
35 ing such provision, or there be no contract of affreightment, payable in accordance with the laws and usages
36 of the port of New York. Provided always that when an adjustment according to the laws and usages of the
37 port of destination is properly demanded by the owners of the cargo, general average shall be paid in accord-
38 ance with same.

39 And it is further agreed that if the vessel named herein and/or her tow, if any, shall come into collision with any
40 other ship or vessel other than her tow, if any, and the assured in consequence of the vessel named herein being at
41 fault shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in
42 respect of such collision, this Company will pay its proportion of such sum or sums so paid as the amount insured
43 hereunder bears to the agreed valuation of the vessel named herein, provided always that this Company's liability in
44 respect of any one such collision shall not exceed the amount insured hereunder. And in cases where the liability of
45 the vessel named herein has been contested or proceedings have been taken to limit liability, with the consent in writ-
46 ing of this Company, this Company will also pay a like proportion of the costs which the assured shall thereby incur,
47 or be compelled to pay; but when both vessels are to blame, then, unless the liability of the owners of one or both such
48 vessels becomes limited by law, claims under this Collision Liability Clause shall be settled on the principle of cross-
49 liabilities as if the owners of each vessel had been compelled to pay to the owners of the other of such vessels such
50 one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance
51 or sum payable by or to the assured in consequence of such collision. Provided always that this clause shall in no
52 case extend to any sum which the assured may directly, indirectly, or otherwise incur or become liable to pay or
53 shall pay for: removal, destruction or abatement of, or any attempt or failure or neglect to remove, destroy or abate
54 obstructions or wrecks and/or their cargoes or any hazard resulting therefrom; loss of, or damage to, or expense,
55 including demurrage and/or loss of use thereof, in connection with any fixed or movable object, property or thing
56 of whatever nature (excepting other vessels and property thereon); loss of or damage to her tow; cargo, baggage
57 or engagements of the vessel named herein or of her tow; or for loss of life of, or injury to, or illness of,
58 any person. And provided also that in the event of any claim under this clause being made by anyone other than the own-
59 ers of the vessel named herein, he shall not be entitled to recover in respect of any liability to which the owners of the
60 vessel as such would not be subject, nor to a greater extent than the owners would be entitled in such event to recover.

61 In case of any loss or misfortune it shall be lawful and necessary for the assured, their factors, servants and
62 assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the vessel named herein,
63 or any part thereof, without prejudice to this insurance, to the charges whereof this Company will contribute as here-
64 inafter provided. It is agreed that the acts of the assured or this Company, or their agents, in recovering,
65 saving and preserving the property insured in case of disaster shall not be considered a waiver or an acceptance
66 of an abandonment, nor as affirming or denying any liability under this policy; but such acts shall be con-
67 sidered as done for the benefit of all concerned, and without prejudice to the rights of either party.

(Continued on following pages)

Warranted that in case of any casualty or loss which may result in a claim under this policy the assured shall give this Company prompt notice thereof and reasonable opportunity to be represented on a survey of the damage, each party to name a surveyor, which two surveyors shall proceed to draw specifications as to the extent of the damage and the work required to make the damage good. If the two surveyors agree, such specifications shall be binding on both this Company and the assured, subject nevertheless to policy terms and conditions and the question of whether or not the disaster and resulting loss or damage are covered by this policy. In the event the two surveyors cannot agree, they must select an umpire, and in the event they cannot agree upon an umpire, either party hereto may apply to the United States District Court for the district in which the home port of the vessel named herein is located for the appointment of an umpire, pursuant to the United States Arbitration Act. The decision of the umpire so appointed shall have the same force and effect as the specifications aforesaid. When specifications have been drawn in either of the modes aforesaid, if the Company shall be dissatisfied with the terms which the assured may obtain for the repair of the damage as specified by said survey, then this Company may require the surveyors or the umpire to submit the specifications prepared as aforesaid to such shipyard, repair men, boat builders and shipwrights, as may be selected by such surveyors or the umpire, with a request for bids for such repairs. If after reception of such bids, the assured shall elect to accept some other bid than that of the lowest bidder, this Company shall be liable only for its proportion of so much of the sum actually expended to effect repairs specified by the surveyors for its account as does not exceed said lowest bid. In no event however shall this Company respond for an amount in excess of its proportion of the amount actually expended by the assured in effecting such repairs.

With respect to physical loss or damage to the vessel named herein this Company shall be liable only for such proportion of such loss or damage as the amount insured hereunder bears to the agreed valuation.

In the event of expenditure under the sue and labor clause, this Company will pay the proportion of such expenses that the amount insured hereunder bears to the agreed valuation of the vessel named herein, or that the amount insured hereunder, less loss and/or damage payable under this policy, bears to the actual value of the salvaged vessel, whichever proportion shall be less.

When the contributory value of the vessel named herein is greater than the agreed valuation stated herein the liability of this Company for general average contribution (except in respect of amount made good to the vessel) or salvage shall not exceed that proportion of the total contribution due from the vessel that the amount insured hereunder bears to the contributory value; and if because of damage for which this Company is liable as particular average the value of the vessel has been reduced for the purpose of contribution, the amount of the particular average claim under this policy shall be deducted from the amount insured hereunder and this Company shall be liable only for the proportion which such net amount bears to the contributory value.

The sum of \$ shall be deducted from the total amount of any or all claims (including claims for sue and labor, collision liability, general average and salvage charges) resulting from any one accident. This deduction does not apply to claims for total or constructive total loss. For the purpose of this clause each accident shall be treated separately, but it is agreed that a sequence of damages arising from the same accident shall be treated as due to that accident.

In case of loss, such loss to be paid in thirty days after satisfactory proof of loss and interest shall have been made and presented to this Company, (the amount of any indebtedness due this Company from the assured or any other party interested in this policy being first deducted).

Upon making payment under this policy the Company shall be vested with all of the assured's rights of recovery against any person, corporation, vessel or interest and the assured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

Any agreement, contract or act, past or future, expressed or implied, by the assured whereby any right of recovery of the assured against any vessel, person or corporation is released, decreased, transferred or lost which would, on payment of claim by this Company, belong to this Company but for such agreement, contract or act shall render this policy null and void as to the amount of any such claim, but only to the extent and to the amount that said agreement, contract or act releases, decreases, transfers, or causes the loss of any right of recovery of this Company, but the Company's right to retain or recover the full premium shall not be affected.

This Company shall have the option of naming the attorneys who shall represent the assured in the prosecution or defense of any litigation or negotiations between the assured and third parties concerning any claim, loss or interest covered by this policy, and this Company shall have the direction of such litigation or negotiations. If the assured shall fail or refuse to settle any claim as authorized by the Company, the liability of the Company to the assured shall be limited to the amount for which settlement could have been made.

It is a condition of this policy that no suit, action or proceeding for the recovery of any claim for physical loss of or damage to the vessel named herein shall be maintainable in any court of law or equity unless the same be commenced within twelve (12) months next after the calendar date of the happening of the physical loss or damage out of which the said claim arose. Provided, however, that if by the laws of the state within which this policy is issued such limitation is invalid, then any such claim shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted, by the laws of such state, to be fixed herein.

In event of damage, cost of repairs to be paid without deduction of one-third, new for old.

If claim for total loss is admitted under this policy and sue and labor expenses have been reasonably incurred in excess of any proceeds realized or value recovered, the amount payable under this policy will be the proportion of such excess that the amount insured hereunder (without deduction for loss or damage) bears to the agreed valuation or the sound value of the vessel named herein at the time of the accident, whichever value was greater.

It is a condition of this insurance that this Company shall not be liable for unrepaired damage in addition to a total or constructive total loss.

No recovery for a constructive total loss shall be had hereunder unless the expense of recovering and repairing the vessel named herein shall exceed the agreed valuation.

In ascertaining whether the vessel named herein is a constructive total loss the agreed valuation shall be taken as the repaired value, and nothing in respect of the damaged or break-up value of the vessel or wreck shall be taken into account.

In the event of total or constructive total loss, no claim to be made by this Company for freight, whether notice of abandonment has been given or not.

Any deviation beyond the navigation limits provided herein shall void this policy; but on the return of the vessel in a seaworthy condition, within the limits herein provided, this policy shall reattach and continue in full force and effect, but in no case beyond the termination of this policy.

Warranted by the assured that there shall be no other insurance covering physical loss or damage to the vessel named herein other than that which is provided in lines 15 through 33 hereof but permission is granted to carry other insurance of whatever kind or nature not covered by this policy or additional amounts of insurance of the kind or nature covered by this policy other than as provided in lines 15 through 33.

This insurance shall be void in case this policy or the vessel named herein, shall be sold, assigned, transferred or pledged, or if there be any change of management or charter of the vessel, without the previous consent in writing of this Company.

152 Notwithstanding anything to the contrary contained in this policy, this insurance is warranted free from
 153 any claim for loss, damage or expense caused by or resulting from capture, seizure, arrest, restraint or detainment,
 154 or the consequences thereof or of any attempt thereat, or any taking of the vessel, by requisition or otherwise,
 155 whether in time of peace or war, and whether lawful or otherwise; also from all consequences of hostilities or war-
 156 like operations (whether there be a declaration of war or not), but the foregoing shall not exclude collision or
 157 contact with aircraft, rockets or similar missiles, or with any fixed or floating object (other than a mine or
 158 torpedo), stranding, heavy weather, fire or explosion unless caused directly (and independently of the nature of
 159 the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein,
 160 is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty "power"
 161 includes any authority maintaining naval, military or air forces in association with a power; also warranted free,
 162 whether in time of peace or war, from all loss, damage or expense caused by any weapon of war employing atomic
 163 or nuclear fission and/or fusion or other reaction or radioactive force or matter.

164 Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife
 165 arising therefrom, or piracy.

166 If war risks are hereafter insured by endorsement on the policy, such endorsement shall supersede the above
 167 warranty only to the extent that their terms are inconsistent and only while such war risk endorsement remains
 168 in force.

169 Warranted free of loss or damage in consequence of strikes, lockouts, political or labor disturbances, civil
 170 commotions, riots, martial law, military or usurped power or malicious acts.

171 Either party may cancel this policy by giving ten days' notice in writing; if at the option of this Company
 172 pro rata rates, if at the request of the assured short rates, will be charged—and arrival.

173

NAVIGATION LIMITS—SPECIAL CONDITIONS—ENDORSEMENTS, ETC.

Warranted by the Assured limited to the use and navigation of
 the Long Island Sound and New York Harbor.

174

Attached to and made part of Policy No. HC 01 27 81 of the CONTINENTAL INSURANCE
 COMPANY.

DeLONG OF NEW YORK INC.

In respect to the barge "Hughes #136" it is warranted by the Assured that all of the conditions set forth in the Storm and Heavy Weather Plan attached and forming part of this policy will be strictly adhered to and complied with.

CONDITION A:

This condition is considered a major alert condition with a hurricane approaching Hatteras and the possibility of passing through or in the vicinity of the area.

1. All work to close down and boom be nested securely on cradles and lashed.
2. At least one tug with a minimum of 1000 H.P. will be called in to take vessel in tow.
3. While awaiting tug, all mooring lines will be buoyed-off and released, with vessel lying to her anchor only, ready for tow.
4. Tow will be then made to a safe berth and harbor, preferably Port Jefferson. Here vessel will be safely anchored or made fast alongside a protected pier.
5. There will be an experienced riding crew aboard to handle lines during tow, when anchoring or berthing, and during the storm condition.

CONDITION B:

Defined as an alert condition with a hurricane or northeast storm well offshore. Heavy swells can be expected from the East and Northeast, causing a vessel moored to roll heavily.

1. If conditions are forecast to be quite severe, crane booms will be lowered and cradled, and secured in place.
2. Gear and equipment on deck will be secured against movement.
3. Aft mooring lines will be slacked off enough to allow vessel to swing head into the seas and swells for better riding. If possible, vessel will be allowed to ride to head line moorings and anchor with fairly equal strain on each unit.
4. An alert will be given for tugs to stand-by in case conditions become unduly severe and assistance be required.

CONDITION C:

Defined as a warning status with severe squall weather.

1. Crane booms will be secured in place, with hoist gear and runners secured. Extra guys, if warranted, will be used for properly securing mast and boom against movement.
2. Loose gear and equipment will be secured on main deck.
3. Tugs will always be available in the event conditions deteriorate and assistance be needed.

It is further warranted by the Assured that one person will be designated responsible for making judgement as to the severity of conditions, and to see that the proper procedures are followed.

It is understood and agreed that the Company, at any time, may revise or add to the conditions of this plan by issuance of an endorsement.

Attached to and forming part of Policy No. HC 01 27 81 of the
CONTINENTAL INSURANCE COMPANY.

DeLONG OF NEW YORK INC.

SCHEDULE

<u>ITEM</u>	<u>AMOUNT INSURED</u>	<u>RATE</u>	<u>PREMIUM</u>
Barge #136 Steel Construction	\$65,000.00	5% S/R	\$1,787.50
Crawler Crane Model Manitowoc Model #4100W	300,000.00	5% S/R	8,250.00
Miscellaneous Equipment	<u>71,000.00</u>	5% S/R	<u>1,952.50</u>
	\$436,000.00		\$11,990.00

Each vessel to be deemed a separate insurance.

As respects Hull and Crane the sum of \$10,000.00 shall be deducted from the total amount of any or all claims (including claims for sue and labor, collision liability, general average and salvage charges) resulting from any one accident. This deduction does not apply to claims for total or constructive total loss. For the purpose of this clause each accident shall be treated separately, but it is agreed that a sequence of damages arising from the same accident shall be treated as due to that accident.

As respects miscellaneous equipment the sum of \$5,000.00 shall be deducted from the total amount of any or all claims (including claims for sue and labor, collision liability, general average and salvage charges) resulting from any one accident. This deduction does not apply to claims for total or constructive total loss. For the purpose of this clause each accident shall be treated separately, but it is agreed that a sequence of damages arising from the same accident shall be treated as due to that accident.

Attached to and forming part of Policy No. HC 01 27 81 of the
CONTINENTAL INSURANCE COMPANY.

OCEAN MARINE POLICY

MOAC

MARINE OFFICE—APPLETON & COX CORPORATION

123 William Street, New York, New York 10038

DEPARTMENTAL OFFICES

Eastern Department	123 William Street, New York, New York	10038
Western Department	360 West Jackson Boulevard, Chicago, Illinois	60606
Pacific Department	425 California Street, San Francisco, California	94104
Southwestern Department	1810 Commerce Street, Dallas, Texas	75201
Buckeye Department	340 East Broad Street, Columbus, Ohio	43215
Canadian Department	18 King Street East, Toronto, Ontario	

Branch Offices in Principal Cities

ENDORSEMENT No. 1JULY 28th, 1972

(Date of Issuance)

This endorsement, effective
of the
issued to

JULY 24th, 1972
CONTINENTAL
DeLONG OF NEW YORK INC.

forms a part of Policy No. **HC 01 27 81**
Insurance Company

Warranted by the Assured that the towing vessel, method of tow, the installation of crane and miscellaneous equipment, along with permission for vessel to proceed will be approved and granted by Hull and Cargo Surveyors, Inc.

All other terms and conditions of this policy remain unchanged.

Agent or Broker Name and Address

ARMITAGE & CO., INC.
230 PARK AVENUE
NEW YORK, N.Y. 10017

EGA Rev. 7-69

PRINTED
IN
U.S.A.

ENDORSEMENT No. 2**MOAC**JULY 28th, 1972

(Date of Issuance)

This endorsement, effective
of the
issued to**JULY 24th, 1972**
CONTINENTAL
DeLONG OF NEW YORK INC.forms a part of Policy No. **HC 01 27 81**
Insurance Company

It is hereby understood and agreed that the following
clause is made part of this policy:

Notwithstanding anything to the contrary, this
policy does not insure against any loss, damage,
cost, liability or expense of any kind or nature
whatsoever, imposed on the Assured, directly or
indirectly, in consequence of, or with respect to,
the actual or potential discharge, emission, spill-
age or leakage upon or into the seas, waters, land
or air, of oil, petroleum products, chemicals or
other substances of any kind or nature whatsoever.

All terms and conditions of this policy shall be deemed
amended to the extent necessary to give full force and effect
to this Clause.

All other terms and conditions of this policy remain unchanged.

Agent or Broker Name and Address

ARMITAGE & CO., INC.
230 PARK AVENUE
NEW YORK, N.Y. 10017

ESA Rev. 7-69
Rev. 6/1/71

Armitage & Co., Inc.

Insurance and Bonds

TELEPHONE 212-686-1116
CABLE: ARMITINSUR NEW YORK

230 PARK AVENUE
NEW YORK, N.Y. 10017

October 19, 1972

HERSENT OFFSHORE, INC.

FILE D-600
Wendel RECEIVED Steele

RJD Green PJP
Dave OCT 20 1972 Zaroba
Lindgaard Nessereau
Hansen
Action Taken By _____

Mr. Ingomar Lindgaard
Hersent Offshore, Inc.
500 Old Country Road
Garden City, New York 11530

RE: Hull Policy
Continental #HC 01 27 81

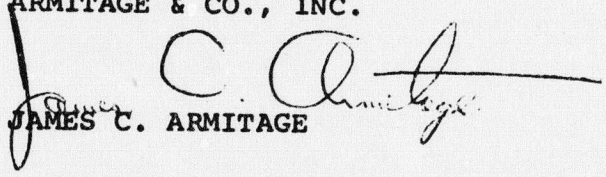
Dear Mr. Lindgaard:

We are enclosing herewith Endorsement #3 to the captioned policy adding the Hughes #258.

We trust you will find the enclosed to be in order; however, should you have any question, please do not hesitate to contact us.

Very truly yours,

ARMITAGE & CO., INC.


JAMES C. ARMITAGE

JCA/vl
Enc.

ENDORSEMENT No. 3

MOAC

OCTOBER 16, 1972

(Date of Issuance)

This endorsement, effective
of the
issued to

AUGUST 28, 1972

CONTINENTAL

DE LONG OF NEW YORK, INC.

forms a part of policy No.

HC 01 27 81

Insurance Company

and it is agreed that said policy is hereby amended as indicated below by ☒ :—

☒ ADDITIONAL premium of \$ 1,075.00

☐ AMOUNT of insurance INCREASED

by \$

to total of \$

☐ ITEM(S) listed below ADDED to Policy

☐ Premium RATE AMENDED to

☐ Policy TERM AMENDED to

to expire

☐ AGREED VALUE AMENDED to \$

☐

☐ RETURN premium of \$

☐ AMOUNT of insurance REDUCED

by \$

to a total of \$

☐ ITEM(S) listed below DELETED from Policy

☐ LAY-UP warranty AMENDED to

From

To

☐ VALUE OF SAILS AMENDED to \$

☐ NAME of Insured AMENDED to read

as shown below.

☐ ADDRESS of Insured AMENDED to read
as shown below.

☐ Policy CONDITIONS AMENDED
as shown below.

☐ DESCRIPTION of items or property insured
AMENDED to read as shown below.

☐ The CANCELLATION and LAY-UP RETURNS
are AMENDED as follows:—

Lay-up

Cancellation — operating period

Cancellation — lay-up period

In consideration of premium of \$1,075.00 being short rate of 5% the
barge Hughes #258 is added to the schedule of vessels herein, valued
at \$50,000.00 subject to \$5,000.00 deductible.

All other terms and conditions of this policy remain unchanged.

Agent or Broker Name and Address

ARMITAGE & CO., INC.

230 PARK AVENUE

NEW YORK, NEW YORK 10017

mbk

Marine Office-Appleton & Cox Corporation

By

Robert C. Bauer

Authorized Signature

ENDORSEMENT No. 1**MOAC**OCTOBER 15, 1972

(Date of Issuance)

This endorsement, effective
of the
issued to

SEPTEMBER 29, 1972
CONTINENTAL
DE LONG OF NEW YORK, INC.

forms a part of Policy No. **HC 01 27 31**
Insurance Company

With respect to barge Hughes #253 effective 9/29/72 this vessel
is deleted from the schedule of vessels herein, it being understood
that said vessel is declared to be a constructive total loss.

All other terms and conditions of this policy remain unchanged.

Agent or Broker Name and Address

ARMITAGE & CO. INC.
230 PARK AVENUE
NEW YORK, NEW YORK 10017

libk

E6A Rev. 7-69

PRINTED
IN U.S.A.

ENDORSEMENT No. 5

MOACOCTOBER 26th, 1972
(Date of Issuance)

This endorsement, effective **OCTOBER 19th, 1972**
of the **CONTINENTAL**
issued to **BOYING OF NEW YORK, INC.**
and it is agreed that said policy is hereby amended as indicated below by ☒ :-

forms a part of policy No. **HC 01 27 81**
Insurance Company

- ☐ ADDITIONAL premium of \$
☐ AMOUNT of insurance INCREASED
by \$
to total of \$

- ☐ ITEM(S) listed below ADDED to Policy
☐ Premium RATE AMENDED to
☐ Policy TERM AMENDED to
to expire
☐ AGREED VALUE AMENDED to \$
☐

- ☐ RETURN premium of \$
☐ AMOUNT of insurance REDUCED
by \$
to a total of \$

- ☐ ITEM(S) listed below DELETED from Policy
☐ LAY-UP warranty AMENDED to
From To
☐ VALUE OF SAILS AMENDED to \$
☒ NAME of Insured AMENDED to read
as shown below.

- ☐ ADDRESS of Insured AMENDED to read
as shown below.
☐ Policy CONDITIONS AMENDED
as shown below.
☐ DESCRIPTION of items or property insured
AMENDED to read as shown below.
☐ The CANCELLATION and LAY-UP RETURNS
are AMENDED as follows:-
Lay-up
Cancellation — operating period
Cancellation — lay-up period

NEWMARK OFFSHORE, INC.

All other terms and conditions of this policy remain unchanged.

Agent or Broker Name and Address
NEWMARK OFFSHORE, INC.
200 WEST AVENUE
NEW YORK, NEW YORK 10017

Armitage & Co., Inc.

Insurance and Bonds

230 PARK AVENUE
NEW YORK, N. Y. 10017

HERSENT OFFSHORE, INC.

FILE 8-6002
Wendel RECEIVED Steele
Green DEC 1 1972 PJP
Dave Zeroba
/ Lindgaard Nossereau
Hansen
Action Taken By _____

November 29, 1972

Mr. Ingomar Lindgaard
Hersent Offshore, Inc.
500 Old Country Road
Garden City, New York 11530

RE: Hull Policy
Continental #HC 01 27 81

Dear Mr. Lindgaard:

We are enclosing herewith the following endorsements to the captioned policy:

1. Endorsement #6 adding Hughes Barge #8 and Endorsement #7 deleting this item. The net result is an additional premium of \$321.75.
2. Endorsement #8 adding Hughes Barge #82 to policy expiration for an additional premium of \$673.75.

We trust you will find the enclosed to be in order; however, should you have any question, please do not hesitate to contact us.

Very truly yours,

ARMITAGE & CO., INC.

JAMES C. ARMITAGE

JCA/v1
Enc.

ENDORSEMENT No. 6**MOAC****OCTOBER 20th, 1972**
(Date of Issue)This endorsement, effective
of the
issued to**OCTOBER 18th, 1972**
CONTINENTAL
HERSENT OFFSHORE INC.forms a part of policy No. **HO 1112**and it is agreed that said policy is hereby amended as indicated below by ☒ :—☒ **ADDITIONAL** premium of \$ **942.50**☐ **AMOUNT** of insurance **INCREASED**

by \$

to total of \$

☒ **ITEM(S)** listed below **ADDED** to Policy☐ Premium **RATE** **AMENDED** to☐ Policy **TERM** **AMENDED** to

to expire

☐ **AGREED VALUE** **AMENDED** to \$☐☐ **RETURN** premium of \$☐ **AMOUNT** of insurance **REDUCED**

by \$

to a total of \$

☐ **ITEM(S)** listed below **DELETED** from Policy☐ **LAY-UP** warranty **AMENDED** to

From

To

☐ **VALUE OF SAILS** **AMENDED** to \$☐ **NAME** of Insured **AMENDED** to read

as shown below.

☐ **ADDRESS** of insured **AMENDED** to
as shown below.☐ Policy **CONDITIONS** **AMENDED** to read
as shown below.☐ **DESCRIPTION** of items or property
AMENDED to read as shown below.☐ The **CANCELLATION** and **LAY-UP** periods
are **AMENDED** as follows:—

Lay-up

Cancellation — operating period

Cancellation — lay-up period

ADDED:**VESSEL****AMOUNT OF INSURANCE**
HEREUNDER**RATE****HUGHES BARGE #8****\$65,000.00****5.5%****5,000.00****\$942.50**It is warranted and agreed that the Hughes Barge #8 will be available
to use between Carteret, New Jersey, and Mattituck, Long Island, during
the period this policy is in force.

All other terms and conditions of this policy remain unchanged.

Agent or Broker Name and Address

ARMITAGE & CO., INC.**230 PARK AVENUE****NEW YORK, NEW YORK 10017**

Marked

By

[Signature]
Authorized Signature

GENERAL CHANGE ENDORSEMENT

ENDORSEMENT No. 7

MOACE 51 REV. 6-72
PRINTED IN U.S.A.**NOVEMBER 27th, 1972**

(Date of Issuance)

This endorsement, effective
for the
insured to**OCTOBER 26th, 1972**
CONTINENTAL
HERBERT OFFSHORE, INC.forms a part of policy No. **HC 01 27 81**
Insurance CompanyIt is agreed that said policy is hereby amended as indicated below by ☒ :-☐ ADDITIONAL premium of \$
☐ AMOUNT of insurance INCREASED

by \$

to total of \$

☐ ITEM(S) listed below ADDED to Policy☐ Premium RATE AMENDED to☐ Policy TERM AMENDED to

to expire

☐ AGREED VALUE AMENDED to☒ RETURN premium of \$ **620.75**☐ AMOUNT of insurance REDUCED
by \$

to total of \$

☒ ITEM(S) listed below DELETED from Policy☐ LAY-UP warranty AMENDED to
From To☐ VALUE OF SAILS AMENDED to \$☐ NAME of Insured AMENDED to read
as shown below.☐ ADDRESS of Insured AMENDED to read
as shown below.☐ Policy CONDITIONS AMENDED
as shown below.☐ DESCRIPTION of items or property insured
AMENDED to read as shown below.☐ The CANCELLATION and LAY-UP RETURNS
are AMENDED as follows:-

Lay-up

Cancellation - operating period

Cancellation - lay-up period

Amount of Insurance
Hereunder**\$65,000.00**

All other terms and conditions of this policy remain unchanged.

Marine Office - Appleton & Cox CorporationBy Robert D. Bauer

Authorized Signature

GENERAL CHANGE ENDORSEMENT

ENDORSEMENT No. 8

MOAC

E 91 REV. 8-72

PRINTED IN U.S.A.

NOVEMBER 27th, 1972

(Date of Issuance)

This endorsement, effective
of the SEPTEMBER 26th, 1972
issued to CONTINENTAL
HERSENT OFFSHORE, INC.
and it is agreed that said policy is hereby amended as indicated below by ☒ :-

forms a part of policy No. HC 01 27 81
Insurance Company

☒ ADDITIONAL premium of \$ 673.75☐ AMOUNT of Insurance INCREASED

by \$

to total of \$

☐ ITEM(S) listed below ADDED to Policy☐ Premium RATE AMENDED to☐ Policy TERM AMENDED to

to expire

☐ AGREED VALUE AMENDED to \$☐ RETURN premium of \$☐ AMOUNT of Insurance REDUCED

by \$

to a total of \$

☐ ITEM(S) listed below DELETED from Policy☐ LAY-UP warranty AMENDED to

From To

☐ VALUE OF SAILS AMENDED to \$☐ NAME of Insured AMENDED to read
as shown below.☐ ADDRESS of Insured AMENDED to read
as shown below.☐ Policy CONDITIONS AMENDED
as shown below.☐ DESCRIPTION of items or property insured
AMENDED to read as shown below.☐ The CANCELLATION and LAY-UP RETURN
are AMENDED as follows:-

Lay-up

Cancellation - operating period

Cancellation - lay-up period

In consideration of an additional premium of \$673.75 the barge
Hughes #82 is added to the Schedule of Vessels hereunder.

Amount of Insurance

\$35,000.00

D/A

\$5,000.00

Rate

5.5% S/R

It is understood and agreed that the barge Hughes #82 has been
inspected and approved for use by Hull & Cargo Surveyors Inc.

All policy terms and conditions to apply, including storm warranties.

Agent or Broker Name and Address

ARMITAGE & CO., INC.
230 PARK AVENUE
NEW YORK, N.Y. 10017

All other terms and conditions of this policy remain unchanged.

Marine Office - Appieton & Cox Corporation

By Robert C. Bauer
Authorized Signature

1a

MOAC

JANUARY 15th, 1973

(Date of Issuance)

DECEMBER 24th, 1972

CONTINENTAL

HARBOR OFFSHORE, INC.

forms a part of policy No. **HC 01 27 81**

Insurance Company

This policy is hereby amended as indicated below by ☒ :—☐ RETURN premium of \$☐ AMOUNT of insurance REDUCED

by \$

to a total of \$

☐ ITEM(S) listed below DELETED from Policy☒ LAY-UP warranty AMENDED to

From

To

☐ VALUE OF SAILS AMENDED to \$☒ NAME of Insured AMENDED to read

as shown below.

☐ ADDRESS of Insured AMENDED to read as shown below.☐ Policy CONDITIONS AMENDED as shown below.☐ DESCRIPTION of items or property insured AMENDED to read as shown below.☐ The CANCELLATION and LAY-UP RETURNS are AMENDED as follows:—

Lay-up

Cancellation — operating period

Cancellation — lay-up period

In consideration of an Additional Premium of \$75.00, the vessel Hughes #82 covered hereunder for a period of 3 days, to terminate on Noon,

January 15th, 1973.

It is warranted that the vessel is not to be used and is tied up at Peterson's Pier, Mattituck Inlet.

A deductible of \$10,000.00 to apply to all losses.

All other terms and conditions of this policy remain unchanged.

Agent or Broker Name and Address

ARMITAGE & CO., INC.

230 PARK AVENUE

NEW YORK, NEW YORK 10017

Marine Office-Appleton & Cox Corporation

By Robert H. Bauer

Authorized Signature

BEST COPY AVAILABLE

DEFENDANT'S EXHIBIT G

Hull and Cargo Surveyors Inc.

Report dated July 11, 1972

(Received in evidence Trial Transcript page 61)



HULL AND CARGO SURVEYORS, INC.

INLAND MARINE — INSPECTIONS — LOSS PREVENTION — SHIP & AIR CARGO

123 WILLIAM STREET, NEW YORK, N.Y. 10038 • TEL. 212-732-0650

REPORT #H-72405

July 11, 1972

INSPECTION REPORT

BARGE: "HUGHES #136"

OWNER: PETER KIEWIT

ASSURED: DE LONG CONSTRUCTION

Inspection of above barge carried out by undersigned on June 30, 1972 at Rodermans Industries Yard, Jersey City, New Jersey where barge lay afloat. Accompanying undersigned was Mr. Jeff Comer, Superintendent of Peter Kiewit Contractors - owners of the barge. Barge was opened up and test by yard chemist indicated a lack of oxygen so inspection was delayed until compartments could be properly aired out using compressed air.

DESCRIPTION:

The Hughes 136 is a square rake ended welded steel barge, dimensions are 135' x 50' x 11'. Barge is of heavy construction. It was built in 1943 in Pittsburgh and has a valid A.B.S. load line certificate.

Barge is of standard heavy construction having three fore and aft watertight bulkheads from end to end, athwartships watertight bulkheads at the rakes, and a third athwartships watertight bulkhead slightly forward of the center line. The two inner compartments fore and aft are also further strengthened by additional fore and aft truss bulkheads and in the wing compartments there are angular buck braces for additional strength as well. Barge is flushed deck and there are flush circular manholes for access into each compartment secured watertight with a single center bolt projecting through a strong back under deck.

There are five sets of double bitts for mooring on each side.

A timber mat is laid on the after end constructed of 12 x 12 25' in width and 65' long. A Crawler crane is presently on this mat but this is to be removed, barge is to be towed to the ~~Kotona~~ Yard in the Bronx where a Gerosa owned 200 ton capacity Manitowoc 4100W crane with a 160' boom is to be loaded aboard and secured.

On the port and starboard sides forward of the crane location are two skagit diesel driven double drum windlasses. Model G-70-GM driving engines are GWA 53. Each drum is provided with 1,400' of 1-1/8" cable. These lines lead to four anchors at corners of barge through swiveling fair leads. The anchors are patent tight 6,000 pounds a piece.

Sides of barge are protected by four steel guards at the 6', 8', 10' waterline and at the sheer.

Approximately half of the compartments could be entered, an internal inspection indicated general very good conditions to exist.

DE LONG CONSTRUCTION

One set up was noted in the outboard compartment forward of the rake on the port side approximately 24' aft of the forward bulkhead estimated at least 4' x 8' x 6" and possibly extending over into the inner compartment.

With the exception of numerous dents on guards and wrappers, hull was in sound condition.

Some water was noted in all compartments entered and it was requested of Mr. Comer that this be pumped out before manholes are reset and sealed. This will be done.

It is estimated that barge will move to the Gerosa Yard the 16th or 17th of July and this office is to be notified so that a representative can be present for the loading and securing of the new crane.

Value of barge estimated to be \$125,000.00, value of equipment not including crane estimated \$31,000.00 - total value \$154,000.00.

REQUESTED BY: MR. MORSE
HULL UNDERWRITING

R. H. Smith
R.H. SMITH
HULL AND CARGO SURVEYORS, INC
R.H.

DEFENDANT'S EXHIBIT H

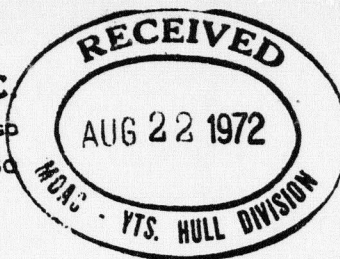
Hull and Cargo Surveyors, Inc.

Report dated August 21, 1972

(Received in evidence Trial Transcript page 61)



76

HULL AND CARGO SURVEYORS, INC.INLAND MARINE — INSPECTIONS — LOSS PREVENTION — SHIP & AIR CARGO
59 JOHN STREET, NEW YORK, N. Y. 10038 • TEL. 212-732-0650

REPORT #H 72449

August 21, 1972

Inspection Report
DeLong Construction
Crane Loading & Securing

On 7/31/72 the undersigned after contacting Mr. R. Green, a principal in DeLong Construction proceeded to Karl Koch Erecting Co. yard located at 400 Roosevelt Ave., Carteret, N.J.

Mr. Green had stated that crane would be loaded aboard barge PKS 136 some time between 8:30 A.M. and 12 noon.

DESCRIPTION:

The barge in question is the PKS 136, owned by Peter Kiewit and leased to DeLong Construction.

Dimensions of barge are 135' x 50' x 11'. For a complete description of barge construction refer to report #H72405 prepared by Capt. R.H. Smith on 6/30/72.

A crane had previously been in place on this barge.

The mat consists of 12" x 12" timbers approximately 25' wide x 45' long. The mat is laid near after end and extends forward.

The crane which is scheduled to be put aboard is a #4100W Manitowoc crawler with a 160' boom.

Crane's ultimate lift at full boom up position is estimated at 200 ton.

With the help of Mr. Tony Frandina, Superintendent for Koch the dead weight of machine was put at 182 ton.

Forward end of barge was loaded with equipment, some permanent and some temporary.

Permanent equipment consisted of 2 double drum Skagit winches powered by GM diesel engines with 1 1/8" cable secured to 6,000 anchors at each end of barge. Winches are mounted on port and starboard sides approximately 30' aft of bow.

Non permanent equipment noted is as follows:

DE LONG CONSTRUCTION

- 8 - 300 AMP welders - 7 on skids - 1 on wheels.
- 1 - 4 wheel Gardner Denver compressor.
- 1 - 4 wheel Chicago Pneumatic compressor.
- 1 - Cummins powered 6" pump (skids).
- 1 - 37 KW generator (skids).
- 2 - 1000 gallon oil tanks (skids).
- 1 - trailer for office and storage - on wheels.
- 1 - air operated pile driver.

Loose angle iron and lumber.

Upon arrival at the yard work was in progress of removing one section of boom and replacing it with a 50' section to gain the 160' length required.

This work was scheduled to be finished around 1 P.M. but due to difficulties encountered it was not. At this point it did not matter too much because tide had already come too high for safe loading.

At about 3:30 P.M. crane was moved toward barge. 12" x 12" mats had been laid at bulkhead to provide even travel from land to barge. The tide had fallen and barge and mats were now even.

Crane was maneuvered until it was directly at right angle to barge. Barge had previously been secured with extra lines to bulkhead bitts.

With Mr. Frandina aboard the barge directing the operation the crane moved slowly up on mat and then onto barge.

This model of Manitowoc has cats that are approximately 20' long and a low profile.

The crane proceeded over bulkhead and on barge. At this point there was very little list. List did not increase much until back end of cats left bulkhead. At this point list became more severe but operator just increased throttle and moved forward.

Once on the mats it was then required to jockey crane into a position where cats were fore and aft and crane was in proper position on mat. This was finally accomplished at about 4:15 P.M.

DE LONG CONSTRUCTION

The undersigned viewed the operation as being very smooth.

The barge was scheduled to be towed to its intended location of Mattituck, L.I. on Friday 8/4/72. Mr. Green advised inspection of securing on 8/3/72.

Before leaving area it was noted that barge without crane had had nearly even fore and aft trim at draft mark $3\frac{1}{2}'$. After loading draft marks were noted to be $5\frac{1}{2}'$ at stern and $3'$ at bow.

On 8/3/72 the undersigned returned to the Koch Yard to inspect the securing of crane.

Crane was in position on pad with boom forward. Boom extended approximately 60' past bow. It was supported just aft of bow on a boom rest constructed of four 12" "I" beam uprights with welded cross bracing. Boom rested directly on 2 - 6" x 6" wood pads.

Boom was secured by welding uprights to upper end of boom rest to prevent side to side motion of boom and then was secured with a $\frac{3}{4}"$ wire cable over boom to prevent bouncing. Upon completion boom rested at an approximate 30° angle. End of boom did not appear to be any higher than gantry.

Crane was secured in place on mat by welding 5' x 16" "I" beams to deck fore and aft of each cat. These beams were reinforced by back braces of 8" x $\frac{3}{8}"$ channel also welded to deck. These prevented fore and aft movement. The same arrangement was also installed at the fore and aft outboard end of each cat to prevent side to side movement. Four strands of 1" wire cable, tightened with turnbuckles were then run through and over cats to padeyes of 1" plate also welded to deck to prevent bouncing of crane.

The rest of equipment on deck was secured by either welding to deck, welding cleats to deck and or chain and binders.

The two aft anchors were already on deck and could not be used because of equipment interfering with cables. The 2 forward anchors were suspended and were available for use in an emergency.

It was suggested that a person capable of operating anchor winches ride the barge during the tow.

DE LONG CONSTRUCTION

Tow was scheduled to be made by Red Star Towing.

Route of tow was checked and it was learned that all bridges to be passed under had more than enough clearance at any tide.

The weather forecast for the next two days was for clear skies and winds up to 15 M.P.H.

The risk was then considered satisfactory.

Prepared for: Jim Armitage
230 Park Ave.
N.Y., N.Y.

H.E. BRUSH
HULL & CARGO SURVEYORS, INC.

DEFENDANT'S EXHIBIT I

Gauger's Log

(Portions including 12-14-72 through 12-18-72)

(Received in evidence Trial Transcript page 78)

27.

- Relieved Steve Buyer 12-14-72
- 1630 Checked plant & pumps. Boilers 1 & 2 running okay. still running off bottom tank.
- 1700 Checked transfer 212 to 205 via 212 pump. also checked oil coming off pump for water.
- 1730 Secured transfer 212 to 205 checked pump for water in oil no trace.
- 1900 Checked plant & pumps. Checked dock area. Turned on dock lights middle cell. Lights working okay on barge plus gas buoy.
- 2000 Temp 40° Baro 30.36 Winds E 10-20
- 2100 Checked plant. Read auto on 603-607-607. Checked steam traps in 7 & 8 okay. Checked Vis on 413 pump sample 112 seconds @ 100°
- 2200 Sized 602-413-205-404 for inventory. plus 405-212 for transfer. Read meters inside & outside.
- 2315 Boiler #2 going off on flame failure. Secured boiler #2 now receiving oil from back tank.
- 2400 Temp 40° Baro 30.38 Winds E @ 20-30
Relieved by Kenny DeFries
- Relieved Steve Schob 12-15-72
- 0000
- 0030 Checked plant, pumps, boilers 1 & 2 O.K.
- 0200 Checked dock area O.K. dock lights on - gas buoy lights
- 0330 Checked plant, pumps, boiler #1 O.K.
- 0430 Working up plant inventory
- 0600 Checked plant, pumps, boiler #1 O.K.

28

0700 checked dock area O.K. - Turned dock lights off

0730 checked plant, pumps, boiler 10/ O.K.

Temp. 38° Baro. 30.32 Winds 10-15 mph

0800 Relieved by Steve Guyer

0800 Relieved by Steve

12-14-72

(15)

0900 checked out plant & pumps & closed
orange stop boiler tank to bottom

1000 put pipe over fill pipe bottom

1100 tank clean up again

1200 checked out plant & pumps & closed

temp 39 Baro 29.90 Wind NE @ 20 Snow

1300 checked out plant & pumps & closed

put up plant

1600 Relieved by Steve

temp 39 Baro 29.90 Wind ENE @ 20 Rain

1600 Relieved Steve Guyer 12-15-72

1630 Checked plant & pumps. Boilers 1 & 2 running okay.

Receiving fuel from bottom tank. Bottom tank is to be stopped at 24", and go on back tank.

1730 Checked dock area. Gas buoy light is on

only one light is on in mooring area.

Turned middle cell lights on.

Temp 37°. Baro. 29.82 Winds E @ 20-30 with higher gusts.

1930 Checked plant & pumps. Boilers 1 & 2 running okay.

2130 Checked plant & pumps. Boilers

2300 Winds gusting up to 50 mph. from east

29

Read auto. on all Tanks due to high winds

Read meters inside & outside

2400 Temp. 36° Bar. 29.46 Winds East @ 25-50 mph.

Relieved by Kenny DeFries Gene Schob

0000 Relieved Gene Schob Saturday 12-16-72

0030 checked plant, pumps, Boilers 1+2 O.K.

0130 checked dock area O.K.

0230 working up inventory

0330 Switched from bottom tank to rear boiler tank

0500 checked plant, pumps, Boilers 1+2 O.K.

0630 checked dock area O.K. - turned dock lights off

0730 checked plant, pumps, Boilers 1+2 O.K.

Temp. 36° Bar. 29.48 Winds East @ 10 mph

0800 Relieved by Art Stacey Ken DeFries

0800 Relieved Kenny 12-16-72 Sat.

0830 checked plant & pumps & boilers

1030 checked plant & pumps & boilers & dock

1100 fueled rear boiler tank

1200 Temp. 38° Bar. 29.50 Winds N.W. @ 15-30 N.G.

1300 checked plant & pumps & boilers & dock

1500 checked plant & pumps & boilers

1600 Temp. 34° Bar. 29.48 winds N.W. @ 15-30 H.G.

Relieved by Gene

Art Stacey

30

1600 Relieved Art Stacey 12-16-72

1630 Checked plant & pumps. Boilers 1 & 2 running okay, 12 lbs pressure. Running off back tank.

1730 Checked dock area. Turned middle cell light on. Gas buoy light on. Light in mooring area not visible.

1830 Checked plant & pumps. Turned steam up on heater by tank 601.

2000 Temp 28° Baro 29.68 Winds W-NW 20-40 with high gust. Checked plant & pumps. All steam traps OK.

2130 Checked boilers 1 & 2. plant.

Checked dock.

2300 Checked plant & pumps traps.

2400 Temp 25° Baro 29.62 Winds W-NW 20-40

Relieved by Kenny D. Priest Gene Schlot

0000 Relieved Gene Schlot Sunday 12-17-72

0030 Checked plant, pumps, boilers 1 & 2 O.K.

0130 checked dock area O.K. - gas buoy light is on - no light in mooring area.

0230 checked all steam traps O.K. except 205 - trap does appear to be warm - pipe to it is warm.

0400 Checked plant, pumps, boiler 1 & 2 O.K.

0600 checked plant, pumps, boiler 1 & 2 O.K.

0700 checked plant, pumps, boilers & dock area O.K.

0730 Temp 23° Baro 29.98 Winds NW @ 20-40

0800 Relieved by Art Stacey Gene Priest

31
12-17-72 Sunday

0800 Relieved Kenny

0810 checked dock area. Barge in mooring area is turned over. Notified Capt McKay

0900 checked plant & pumps & boilers. All traps warm

1100 checked plant & pumps & boilers

1200 Temp. 24 Bar. 30.10 Winds N.W. @ 20-50 H.G.

1300 checked plant & pumps & boilers & dock

1500 checked plant & pumps & boilers & dock

1600 Temp. 24 Bar 30.20 Wind N.W. @ 20-50 H.G.
Relieved by Elze Art Stakuy

1600 Relieved Art Stakuy 12-17-72

1630 Checked plant & pumps. Turned on steam to small heater by 601

1730 Checked dock area. Middle cell lights on, gas buoy light working. No lights coming from mooring area. Checked boiler 1 & 2 running okay with 12 lbs. pressure receiving oil from back tank

1900 Checked all tank areas. Checked 9 & 12 diodes for antifreeze okay. Water in all tank areas frozen

2030 Checked plant & pumps. Temp. 22. Bar. 30.30 Wind NW 30-40

2200 Checked plant & pumps. All steam traps warm

2300 Checked plant & pumps. Boiler 1 & 2 running okay

2400 Temp. 20. Bar. 30.42 Wind NW. 20-25
Relieved by Kenny Detriest Ken Schob

32

0000 Relieved Gene Schob

Monday 12-18-72

0015 checked plant, pumps, boilers 1+2 O.K. all steam traps warm

0030 checked dock area O.K. dock lights on - gas buoy light on

0040 interacting with Perry - Tom starting trucks

0050 checked plant, pumps, boilers 1+2 O.K.

0100 checked plant, pumps, boilers 1+2 O.K.

0130 checked plant, pumps, boilers 1+2 O.K. steam traps warm

0150 checked plant, pumps, boilers O.K. Filled main boiler tank with R-6 @ 485 gal.

0200 checked dock area O.K. - turned dock lights off

0230 checked plant, pumps, boilers 1+2 O.K.

0300 Temp 26° Bar. 30.32 Wind N.W. @ 5-10 mph

Relieved by Art Staley Luc Staley

0400 Relieved Kenny

12-18-72

0830 checked plant & pumps & boilers. Secured 602 pump. Mark changing head gasket on 602 pump. Lined up & put 602 tank to rack via 601 pump, returning to 602 tank

1000 checked plant & pumps & boilers & dock

1130 checked plant & pumps & boilers

1200 Temp 36 Bar. 30.20 Wind N.W. @ 10-15

1300 checked plant & pumps & boilers & dock

1400 Lined up & started stripping 212 to 205 via lister pump.

1500 Raised swing arm up on 205 tank

1600 Temp 36 Bar 30.20 Winds v.v. 8-10³
Relieved by Blens Art Stacey

1600 Relieved Art Stacey 12-19-72

Started checking line up of 602 tank going to racks
23-4th via 601 pump. Line 60 is clean & can be
used for receiving barge. Checked transfer 212
to 205 via lister pump. Took sample off pump.
looks good no water.

Gauged 606-609-611-610 for inventory. 606 tank
needs temp tube. Checked out dock area.
turned on middle cell lights. Gas buoy light
working ok. Turned down steam on 602 lister.

2000 Temp 36 Bar 30.12 Winds SW 15-20

Took sample from 212 off lister pump. ok. No water.
Read auto. on 608-607-603-601 tanks for night check.

2130 Checked tank area 218-210-11-69. Took sample off
lister pump ok.

2230 Gauged 602-403-404 for inventory. Read meters inside
& outside.

2315 Gauged 212 & 205 for inventory. transfer still going.
took sample off lister pump. ok.
Checked boiler 142 running ok.

2345 Going over to secure 212 tank.

2400 Relieved by Henry DeMint. Art Stacey

DEFENDANT'S EXHIBIT M

Marine Coastal Weather Logs
(Falkner Island portions)

(Received in evidence Trial Transcript page 116)

MARINE COASTAL WEATHER LOG — COASTAL STATION

STATION NAME		LOCATION		DATE (month and year)									
Alpena Island Light Station		Long Island Sound		Dec. 72									
TIME	LOCAL STANDARD TIME	PRESENT WEATHER	VISIBILITY	WIND		STATE OF SEA		SEA TEMP.	WATER TEMP.	AIR TEMP.	PRES-SURE	REMARKS (icing, etc.)	
				DIR.	SPEED (KTS)	WAVE HEIGHT	SWELL DIR. HEIGHT						
13		P/C	15 MI	E	5	SEA	calm	FT	none	FT	S	A	
16		P/C	15 MI	calm		SEA	calm	FT	none	FT	S	A	
19		P. C	15 MI	NE	5	SEA	calm	FT	NONE	FT	S	A	
22		P. C	15 MI	N	15	SEA	N	FT	0-1	FT	S	A	
01		CY	15 MI	N	8	SEA	0-1	FT	N	FT	S	A	
04		C	15 MI	NE	20	SEA	1	FT	NE	FT	S	A	
07		P/C	15 MI	NE	15	SEA	1-2	FT	NE	FT	S	A	
10		CY	15 MI	N	30	SEA	3-4	FT	N	FT	S	A	
13		C. Y	2 MI	NE	30	SEA	3-4	FT	NE	FT	S	A	
16		CY S+IP	2 MI	NE	30	SEA	3-4	FT	NE	FT	S	A	
19		CY S+IP	5 MI	NE	45	SEA	4-5	FT	NE	FT	S	A	
22		CY RTH	5 MI	E	50	SEA	4-5	FT	E	FT	S	A	
01		CY R	6 MI	E	35	SEA	4	FT	E	FT	S	A	
04		CY FR	6 MI	NE	30	SEA	3-4	FT	NE	FT	S	A	
07		CY	15 MI	N	30	SEA	3-4	FT	N	FT	S	A	
10		CY	15 MI	NW	50	SEA	5-6	FT	NW	FT	S	A	
13		P/C	15 MI	NW	60	SEA	6-7	FT	NW	FT	S	A	
16		P/C	15 MI	NW	60	SEA	6-7	FT	NW	FT	S	A	

MARINE COASTAL WEATHER LOG — COASTAL STATION

STATION NAME

LOCATION

DATE (month and year)

(1)

(2)

LOCAL
STANDARD
TIME

(3)

PRESENT WEATHER

(4)

VISI-
BILITY

(5)

WIND
DIR. SPEED
(KTS)

STATE OF SEA

WAVE

SWELL

HEIGHT

DIR.

HEIGHT

(7)

SEA
WATER
TEMP.

(8)

AIR
TEMP.

(9)

PRES-
SUREREMARKS
(icing, etc.)

16 19

C

15 MI NW 60

SEA 6-7 FT NW

FT S

A

16 22

P C

15 MI W 55

SEA 6-7 FT W

FT S

A

17 01

CY

8 MI NW 50

SEA 6-7 FT NW

FT S

A

17 04

CY

15 MI NW 50

SEA 5-6 FT NW

FT S

A

17 07

CY

15 MI NW 50

SEA 5-6 FT NW

FT S

A

17 10

P/C

15 MI NW 45

SEA 4-5 FT NW

FT S

A

17 13

P/C

15 MI NW 50

SEA 5-6 FT NW

FT S

A

17 16

P/C

15 MI NW 50

SEA 5-6 FT NW

FT S

A

17 19

C

15 MI NW 50

SEA 5-6 FT NW

FT S

A

17 22

C

15 MI NW 40

SEA 4-5 FT NW

FT S

A

18 01

C

15 MI NW 45

SEA 5-6 FT NW

FT S

A

18 04

CY

15 MI NW 30

SEA 3-4 FT NW

FT S

A

18 07

CY

15 MI NW 35

SEA 3-4 FT NW

FT S

A

18 10

P/C

15 MI NW 50

SEA 5-6 FT NW

FT S

A

18 13

CY

15 MI NW 50

SEA 5-6 FT NW

FT S

A

18 16

P/C

15 MI NW 55

SEA 4-5 FT NW

FT S

A

18 19

CY

15 MI NW 55

SEA 5-6 FT NW

FT S

A

18 22

P C

15 MI NW 50

SEA 4-5 FT NW

FT S

A

UNITED STATES COURT OF APPEALS

FOR THE SECOND CIRCUIT

THE CONTINENTAL INSURANCE COMPANY,
Plaintiff-Appellant,

against

HERSENT OFFSHORE, Inc.,
Defendant-Appellee.

AFFIDAVIT
OF SERVICE

STATE OF NEW YORK,
COUNTY OF NEW YORK, ss:

Bernard S. Greenberg being duly sworn,
deposes and says that he is over the age of 21 years and resides at 162 E. 7th St. N.Y., N.Y.

That on the 12th day of May, 1977
he served the annexed Brief for Plaintiff-Appellant, Joint Appendix &
Joint Exhibit Volume

upon

Warner & Gillers, P.C.
Attorneys for Defendant-Appellee
500 Fifth Ave.
N.Y., N.Y. 10036

in this action, by delivering to and leaving with said attorneys
2 briefs, 2 joint appendix & 1 exhibit volume true copies to each thereof.

DEPONENT FURTHER SAYS, that he knew the persons so served as aforesaid to be the persons
mentioned and described in the said action.

Deponent is not a party to the action.

Sworn to before me, this 12th
day of May, 1977

Bernard S. Greenberg

Roland W. Johnson
ROLAND W. JOHNSON
Notary Public, State of New York
Qualified in Delaware County
Commission Expires March 30, 1979